

***A MEETING OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS WAS HELD
MAY 14, 2009 AT 11:00 A.M. IN WARRENTON, VIRGINIA***

P R E S E N T Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz;
Mr. Chester W. Stribling; Mr. R. Holder Trumbo; Mr. Paul S. McCulla,
County Administrator; Mr. Kevin J. Burke, County Attorney

A B S E N T None

AGENDA REVIEW

The Board of Supervisors reviewed the agenda.

**A WORK SESSION TO DISCUSS MARINE CORPS BASE QUANTICO LAND USE
COMPATIBILITY PARTNERING STRATEGIES**

Representatives of Marine Corps Base Quantico presented information on their programs designed to limit incompatible land uses surrounding the military installation. These programs are available to limit development that might impede military training, testing or operations and to preserve habitat that is compatible with environmental requirements.

**A WORK SESSION TO REVIEW THE PROPOSED FY 2010-2015 CAPITAL
IMPROVEMENT PROGRAM**

Ari J. Sky, Director of the Office of Management and Budget, reviewed the proposed Capital Improvement Program for FY 2010-2015 and summarized the proposed CIP and debt service projections over the plan's term.

**A WORK SESSION TO REVIEW PROPOSED CHANGES TO CHAPTER 2,
DRAINAGE, OF THE FAUQUIER COUNTY DESIGN STANDARDS MANUAL**

Kimberley Fogle, Assistant Director of the Department of Community Development, and representatives of the DSM Committee provided an overview of the proposed changes to Chapter 2, Drainage, of the Fauquier County Standards manual.

**A WORK SESSION TO REVIEW THE MINTBROOK / CHEATHAM FARM
(BEALETON GATEWAY, LLC) COMPREHENSIVE PLAN AMENDMENT
APPLICATION (CPAM09-LE-001)**

Susan K. Eddy, Chief of Planning, and Frank Cox of the Cox Company, provided a detailed briefing on the proposed Bealeton Gateway, LLC, Comprehensive Plan Amendment application that is the subject of a public hearing

A WORK SESSION TO DISCUSS A DECREASE IN THE PURCHASE OF DEVELOPMENT RIGHTS PAYMENT THROUGH THE PDR PROGRAM

Ray Pickering, Agricultural Development Officer, and members of the Purchase of Development Rights (PDR) Committee reviewed a recommendation from the Committee that the Board of Supervisors approve a decrease in the payment per development right in the PDR Program from \$30,000.00 to \$25,000.00.

A WORK SESSION TO DISCUSS REVISING THE GENERAL OPERATING FUND – FUND BALANCE REQUIREMENT POLICY OF JUNE 30, 2003

Anthony I. Hooper, Deputy County Administrator, discussed a recommendation to define in greater detail circumstances that may result in the use of unreserved, undesignated fund balance and a revision to the compliance plan to restore the funds to the minimum level of 10%.

FAUQUIER EXTENSION LEADERSHIP DINNER MEETING

The Board of Supervisors attended a dinner hosted by the Fauquier Extension Leadership Council at the Fauquier Extension Office.

The meeting was reconvened in Regular Session at 6:30 P.M.

INVOCATION

Mrs. Bo Miller offered the invocation.

PLEDGE OF ALLEGIANCE

Mr. John Toler led the pledge of allegiance.

ADOPTION OF THE AGENDA

Mr. Nyhous moved to adopt the agenda with the following changes. Mr. Graham seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

- Remove Consent agenda item #6(n), a Resolution Authorizing the Chairman to Enter into Open Space Use Agreements with Landowners; and add as new Regular agenda item #8.
- Remove Consent agenda item #6(o), a Resolution to Approve a Decrease of \$5,000 in the Payment per Development Right in the Purchase of Development Rights (PDR) Program; and add as new Regular agenda item #9.
- Renumber subsequent agenda items appropriately.

CITIZENS' TIME

- Lorene Payne, representing the Southern Fauquier Historical Society, requested supplemental funding with either cash or authorization for the use of school buses for the Society's 250th celebration event on September 12, 2009.

PROCLAMATIONS AND RECOGNITIONS

- Mr. Schwartz presented a Proclamation to Declare May 2009 as Mental Health Month in Fauquier County to Mary Schlegel, and Ann Schwartz.
- The Board of Supervisors presented a Proclamation Recognizing the Members of the Ad Hoc Steering Committee for the Celebration of Fauquier County's 250th Anniversary.
- Mr. Trumbo presented a Proclamation Recognizing Business Appreciation Week in Fauquier County to Karen Henderson.
- Mr. Trumbo presented a Proclamation to Declare May 2009 as Older Americans Month in Fauquier County to Phyllis McBride.

CONSENT AGENDA

Mr. Nyhous moved to adopt the following Consent agenda items. Mr. Graham seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

Approval of the Minutes for the April 9, 2009 Regular Meeting of the Fauquier County Board of Supervisors, and the Adjourned Meetings of March 10, 2009; March 24, 2009; March 26, 2009; and March 31, 2009

A Resolution to Amend the FY 2009 Adopted Budget by \$434,915

RESOLUTION

A RESOLUTION TO AMEND THE FY 2009 ADOPTED BUDGET BY \$434,915

WHEREAS, the Fauquier County Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, on April 2, 2008 the Board of Supervisors adopted the Fauquier County FY 2009 Budget; and

WHEREAS, during the course of the fiscal year certain events occur that necessitate changing the budget plan by increasing or decreasing the total budget; and

WHEREAS, at its meeting on April 2, 2009, the Finance Committee recommended for FY 2009 budget adjustments of \$434,915 for the purposes set forth below; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the FY 2009 Budget be, and is hereby, amended in the amount of \$434,915 as indicated on the attached summary.

May 14, 2009 Budget Action Summary

<u>Requesting Department</u>	<u>Action</u>	<u>Amount</u>	<u>Category</u>		<u>Explanation</u>
			<u>From</u>	<u>To</u>	
County Administrati on	Comcast Revenue	\$17,500	Miscellaneous Revenue	County Administrati on	Action recognizes receipt of funding from Comcast to fund equipment upgrades.
Finance	Neighborhood Stabilization Grant	\$25,000	Federal Revenue	Affordable Housing	This Neighborhood Stabilization Grant will provide funding assistance for housing foreclosures that meet program requirements.

<u>Requesting Department</u>	<u>Action</u>	<u>Amount</u>	<u>Category</u>		<u>Explanation</u>
			<u>From</u>	<u>To</u>	
Social Services	Day Care Funds	\$61,500	State Revenue	Social Services	Additional funding from the State of Virginia for day care services. Local match of \$3,500 will come from the Department of Social Services budget.
Social Services	Subsidized Adoption Funds	\$75,000	State Revenue	Social Services	Additional funding from the State of Virginia for subsidized adoption services. No local match is required.
Volunteer Fire & Rescue Association	Fire Program	\$4,055	State Revenue	Volunteer Fire & Rescue Association	Additional funding from the State of Virginia for emergency services programs.
Warrenton – Fauquier Airport	Federal Aviation Administration (FAA)	\$244,150	Federal Revenue	Airport	Reimbursable grant funding for the Airport Master Plan update.
	and Virginia Department of Aviation (VDOA) Grants	\$7,710	State Revenue		

A Resolution to Initiate an Ordinance to Amend Chapter 2, of the Design Standards Manual Dealing with Drainage

RESOLUTION

A RESOLUTION TO INITIATE AN ORDINANCE TO AMEND CHAPTER 2 OF THE DESIGN STANDARDS DEALING WITH DRAINAGE

WHEREAS, the Stormwater Management Ordinance was originally adopted in 2002 and the Drainage Chapter of the County's Design Standards Manual (DSM) was adopted in 2005 to provide standards and guidelines to implement the Stormwater Management Ordinance; and

WHEREAS, after Staff and the design community worked with the Design Standards Manual for the past few years, it was recognized that evaluation of the Manual was called for to make it more user friendly; and

WHEREAS, over the last year, Staff worked with a DSM Committee of private sector engineering design professionals (members of the Engineers and Surveyors Institute) on the evaluation and refinement of the design standards within Chapter 2 to simplify, clarify and improve the usability of the document, while maintaining good design practices; and

WHEREAS, the content of the final document was developed through consensus and received unanimous recommendation from the DSM Committee; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That an amendment to Chapter 2 of the Design Standards Manual dealing with drainage be, and is hereby, initiated and should be scheduled for public hearing.

A Resolution Authorizing an Application for Edward Byrne Memorial Competitive Grant Funding from the U.S. Department of Justice on Behalf of the Piedmont Dispute Resolution Council (PDRC)

RESOLUTION

A RESOLUTION AUTHORIZING AN APPLICATION FOR EDWARD BYRNE MEMORIAL COMPETITIVE GRANT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE ON BEHALF OF THE PIEDMONT DISPUTE RESOLUTION COUNCIL (PDRC)

WHEREAS, American Recovery and Reinvestment Act funding is available through the Edward Byrne Memorial Competitive Grant Program of the Department of Justice for the purpose of improving resources and services for victims of crime in an effort to create and preserve jobs; and

WHEREAS, the PDRC is reliant upon grant funding for its continued operation, without which operations will be eliminated or sharply reduced and staff will be terminated; and

WHEREAS, the grant funds, if received, would allow the PDRC to continue operations at the current level for an additional two years; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the Board of Supervisors does hereby authorize staff to submit an application to the Department of Justice for the Edward Byrne Memorial Competitive Grant Fund Program on behalf of the PDRC; and, be it

RESOLVED FINALLY, That the County Administrator be, and is hereby, authorized to sign documents related to this grant application.

A Resolution Authorizing an Application for Edward Byrne Memorial Competitive Grant Funding from the U.S. Department of Justice

RESOLUTION

A RESOLUTION AUTHORIZING AN APPLICATION FOR EDWARD BYRNE
MEMORIAL COMPETITIVE GRANT FUNDING FROM THE U.S. DEPARTMENT OF
JUSTICE

WHEREAS, American Recovery and Reinvestment Act funding is available through the Edward Byrne Memorial Competitive Grant Program of the Department of Justice for the purpose of hiring civilian staff in law enforcement agencies in an effort to create and preserve jobs, and to increase civilian support to law enforcement agencies; and

WHEREAS, the staffing level of the Communications center has not increased since FY 2007; and

WHEREAS, the grant funds, if received, would allow the Sheriff to increase staffing levels on all shifts to a minimum of four (4) dispatchers, thereby improving dispatch and law enforcement response times to 911 calls; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the Board of Supervisors does hereby authorize staff to submit an application to the Department of Justice for the Edward Byrne Memorial Competitive Grant Fund Program for two entry level dispatcher positions; and, be it

RESOLVED FINALLY, That the County Administrator be, and is hereby, authorized to sign documents related to this grant application on behalf of Fauquier County.

A Resolution to Authorize the Execution of a Contract to Provide Independent Audit Services

RESOLUTION

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT
TO PROVIDE AUDIT SERVICES

WHEREAS, Section 15.2-2511 of the Code of Virginia requires localities to have all of its accounts and records audited annually by an independent CPA in accordance with the specifications furnished by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia as of June 30 of each year; and

WHEREAS, the existing contract for independent audit terminated on March 1, 2009; and

WHEREAS, Section 15.2-2511 of the Code of Virginia requires every locality to contract for the performance of the annual audit no later than April 1 of each fiscal year; and

WHEREAS, the Fauquier County Evaluation Committee have solicited and evaluated requests for proposals for audit services; and

WHEREAS, the Finance Committee has concurred with the recommendations of the Evaluation Committee; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this the 14th day of May 2009, That the contract between Robinson, Farmer, Cox Associates and the County be approved from the Date of the award through March 31, 2012, with the option to extend for two (2) additional one (1) year periods.

A Resolution to Authorize the Execution of a Memorandum of Understanding Between Fauquier County and the John Marshall Soil and Water Conservation District

RESOLUTION

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN FAUQUIER COUNTY AND THE JOHN MARSHALL SOIL AND WATER CONSERVATION DISTRICT

WHEREAS, Fauquier County has provided administrative support to the John Marshall Soil and Water Conservation District; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the County Administrator be, and is hereby, authorized to execute the Memorandum of Understanding between Fauquier County and the John Marshall Soil and Water Conservation District.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made this ____ day of _____, by and between the **JOHN MARSHALL SOIL AND WATER CONSERVATION DISTRICT**, a political subdivision of the Commonwealth of Virginia (hereinafter the "JMSWCD") and the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY**, a body politic (hereinafter the "Board").

I. RECITALS.

A. WHEREAS, the JMSWCD is interested in acquiring services for the provision of its personnel and financial operations; and

B. WHEREAS, the County is willing to provide personnel and financial services to the JMSWCD upon the terms and conditions contained herein; and

C. WHEREAS, the JMSWCD has adopted the County's established procedures for financial and personnel functions; and

D. WHEREAS, Virginia Soil and Water Conservation Law, Title 10.1, Section §10.1-533 permits the JMSWCD to employ personnel to carry out its purposes; and

E. WHEREAS, Virginia Soil and Water Conservation Law Section §15-2-1300 permits political subdivisions to jointly exercise their powers; now, therefore,

WITNESSETH:

II. CONSIDERATION.

That in consideration of the mutual covenants and promises contained herein, the JMSWCD and Board agree as follows:

III. TERMS.

- a. **Length of Agreement** The agreement shall be for a term from the date of its execution from **July 1, 2009 through June 30, 2010**. The agreement shall be automatically renewed for one year from **July 1, 2010 through June 30, 2011**, unless either party receives notice of termination at least three months prior to **June 2011**. Any renewal after **June 30, 2011** shall be at the mutual consent of both parties.
- b. **Payment for services rendered under the agreement.** By its execution of this agreement, the Board of Supervisors evidences its intent to provide the JMSWCD with annual funding within the County budget process to supplement state and other local funds. The JMSWCD will reimburse the Board for all actual costs associated with the County's provision of services to JMSWCD, including but not limited to, the costs associated with the provisions and maintenance of a fringe benefits program for JMSWCD.

The JMSWCD shall provide the County with an estimate of one month's payroll prior to the beginning of each month to ensure that funds are on deposit to process JMSWCD payroll prior to each payroll. The amount transferred should be sufficient to cover an estimate of one month's payroll and fringe benefit actual costs in trust with the County to be used by the County to pay actual payroll and fringe benefits costs associated with the County's provision of service to JMSWCD. If payroll and fringe benefits costs exceed the amount the JMSWCD has transferred for that pay period and any surplus the County holds in trust, the County will notify the JMSWCD of the shortage and the JMSWCD will transfer additional funds within one week's notice of the shortfall.

c. **Scope of Services.** During the term of this agreement, the Board will provide to the JMSWCD the following services:

i. **Financial accounting services consisting of:**

- payroll services;
- preparation of agency fund financial statements;
- provide and maintain leave balance system;
- preparation and maintenance of tax records; remittance of withholdings to appropriate taxing authorities, retirement administrators and insurance companies; and
- preparation and reconciliation of payroll billings, recording of deposits from JMSWCD and reconciliation of outstanding receivable/payable between the County and JMSWCD.

ii. **Human Resource services consisting of:**

- preparation and maintenance of classification and compensation salary scales;
- provide and maintain job descriptions;
- provide and maintain benefit programs, including health insurance, COBRA, Section 125, 457(b) retirement accounts, Virginia Retirement System (VRS) benefits, other benefits offered by the County, exit meetings;
- determination and tracking of Family and Medical Leave Act cases; and
- provide policy interpretation.

d. **Adoption of County policies.** During the term of this agreement, the JMSWCD shall adopt and participate in the Fauquier County Pay and Classification Plan. JMSWCD may also adopt those other personnel policies and procedures in use by the County of Fauquier which are acceptable to it in its sole discretion. JMSWCD shall adopt any amendments thereto in a timely fashion so as to continue the guidelines, policies and procedures in an acceptable manner with those of the County throughout the term of this agreement. Notwithstanding the foregoing, JMSWCD shall have the right to employ, terminate, establish work hours, with the exception of pay scales and position classifications, independently of County policies and procedures. Further, this agreement shall in no way restrict the JMSWCD from developing policies and procedures which may be inconsistent with the County of Fauquier. Adoption of such policies and procedures may be cause to terminate this agreement.

e. **Creation of Interaction Plan** JMSWCD and County Departments of Personnel and Finance shall develop interaction protocols and guidelines acceptable to all entities. Such protocols shall include any deadlines and timeframes for the exchange of information and provision of services.

f. **Obligations Subject to Appropriation.** The obligations of JMSWCD and the Board shall be subject to the appropriation of funds by each entity sufficient to meet the obligations imposed hereunder. Should either entity fail to appropriate sums sufficient to meet its obligations under this agreement, the agreement shall terminate upon the last day for which sufficient funds have been appropriated and upon termination all parties shall be released from any and all liabilities hereunder.

- g. **Choice of Law.** This agreement shall be construed under the laws of Virginia.
- h. **Supercesion.** This agreement shall replace and supersede the Memorandum of Agreement adopted by the Fauquier County Board of Supervisors and the John Marshall Soil and water Conservation District in March 2008.
- i. **Survival of Terms.** Should any provisions of this agreement be invalidated by a court of competent jurisdiction, all other provisions of this agreement shall remain valid and enforceable.

WITNESS the following signatures and seals:

BOARD OF SUPERVISORS OF FAUQUIER
COUNTY, a Body Politic
by _____
JOHN MARSHALL SOIL & WATER
CONSERVATION DISTRICT, a Political
Subdivision of the Commonwealth of Virginia

by _____

DATE APPROVED _____

HUMAN RESOURCES PROCEDURES **John Marshall Soil and Water Conservation District**

1. Wherever the JMSWCD does not have a separate procedure, policy, or guideline the Fauquier County Human Resources procedures, policies, guidelines, and deadlines will be llowed. The JMSWCD retains the right to employ, terminate, and establish work hours independently of County policies and procedures.
2. The JMSWCD will submit Personnel Action Notification (PAN) forms to Human Resources in accordance with guidelines and deadlines established by Human Resources. PANs from the JMSWCD will be approved by the District Chairman of the JMSWCD and do not have to be approved by County Administration. Human Resources will follow the same procedures for acting on PANs from the JMSWCD as it follows for PANs from County Departments.

3. The Human Resources Department will maintain employee files for each employee of the JMSWCD. Employees of the JMSWCD will contact the Human Resources Department on all matters relating to fringe benefits, tax information, leave information, and salary.
4. The Human Resources Department will include employees of the JMSWCD in all fringe benefits programs of the County excluding the sick leave bank.
5. The JMSWCD reserves the right to interpret the Human Resources Policies adopted by the JMSWCD. Employee questions regarding interpretation should be directed to the District Manager of the JMSWCD. Where necessary, the District Manager of the JMSWCD will confer with the Human Resources Department of any interpretation that applies to the JMSWCD staff that may differ from County practice.

 Janelle Downes, Director
 Fauquier County Human Resources Department

 Date

 Mary Lou Trimble, Chair
 John Marshall Soil & Water Conservation District

 Date

DATE APPROVED _____

DATE APPROVED _____

PAYROLL PROCEDURES
John Marshall Soil & Water Conservation District

1. Fauquier County Finance will set up payroll accounts for the staff of the JMSWCD under the general ledger of the County. These accounts will include salaries and fringe benefits.
2. Each pay period the JMSWCD will submit payroll information to the Payroll Division in accordance with County policies.
3. The Payroll Division will prepare the payroll checks and record the necessary information for taxes, health insurance, life insurance, retirement, leave, FICA, unemployment insurance, and any other deductions available to County employees, excluding workers' compensation.

4. Staff of the JMSWCD will use e-stubs in accordance with County practice.
5. The JMSWCD will deposit with the County by the first of each month an estimate of the current month's salary, fringe benefits and other deductions.
6. The Payroll Division of Fauquier County will prepare and submit all necessary reports for taxes, insurance, FICA, and any other deductions that apply to JMSWCD staff.

Janet Romanchyk, Acting Finance Director
Fauquier County

Date

Mary Lou Trimble, Chair
John Marshall Soil and Water Conservation District

Date

DATE APPROVED _____

**A Resolution for Subdivision Street Acceptance for the Green Meadows Subdivision:
Clarkes Meadow Drive, Logan Jay Drive, and Cross Meadow Drive, Cedar Run
Magisterial District**

RESOLUTION

A RESOLUTION FOR SUBDIVISION STREET ACCEPTANCE FOR GREEN MEADOWS
SUBDIVISION: CLARKES MEADOW DRIVE, LOGAN JAY DRIVE, AND CROSS
MEADOW DRIVE, CEDAR RUN MAGISTERIAL DISTRICT

WHEREAS, Clarkes Meadow Drive, Logan Jay Drive, and Cross Meadow Drive, as depicted on the attached site location map, and described on the attached Additions Form AM-4.3, fully incorporated herein by reference, are shown on plats of record in the Clerk's Office of the Circuit Court of Fauquier County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board of Supervisors that these streets meet the requirements established by the *Subdivision Street Requirements* of the Virginia Department of Transportation; and

WHEREAS, the above streets serve a genuine public need; and

WHEREAS, in February of 1995, Fauquier County and the Virginia Department of Transportation entered into an agreement for comprehensive stormwater detention, which applies to this request for addition; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the Virginia Department of Transportation be, and is hereby, requested to take the necessary action to add the above described streets into the Secondary System of State Highways for maintenance, as provided in Section 33.1-229, Code of Virginia, and the Virginia Department of Transportation's *Subdivision Street Requirements*; and, be it

RESOLVED FURTHER, That the Board of Supervisors guarantees the Commonwealth of Virginia a minimum unrestricted right-of-way of fifty (50) feet in the Green Meadows Subdivision with necessary easements for cuts, fills, and drainage, as recorded in Deed Book 1075, Pages 0423-0451, approved on December 16, 2003; Deed Book 1210, Page 1838, approved on May 5, 2006; Deed Book 1135, Page 1555, approved on December 30, 2004; and Deed Book 989, Page 071, approved on November 22, 2002; and, be it

RESOLVED FINALLY, That this resolution shall become effective and a certified copy will be forwarded to the Resident Engineer for the Virginia Department of Transportation.

A Resolution to Approve an Amendment to the Agreement Between D.C. Diamond Corporation and the County to Provide for the Use of Funds for the Construction of Callie Jo Court Interparcel Connection

RESOLUTION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE AGREEMENT BETWEEN
D.C. DIAMOND CORPORATION AND THE COUNTY TO PROVIDE FOR THE USE OF
FUNDS FOR THE CONSTRUCTION OF CALLIE JO COURT INTERPARCEL
CONNECTION

WHEREAS, on August 10, 2006, the Board of Supervisors authorized the execution of an agreement between Fauquier County and D.C. Diamond Corporation to insure the completion of Southcoate Village Drive in a timely manner; and

WHEREAS, the County is now in possession of the majority of the funds provided for by the agreement; and

WHEREAS, the County and D.C. Diamond have agreed that the County is adequately secured by the funds provided, surety in place and amended procedures for payment from the escrow fund established by the 2006 agreement; and

WHEREAS, D.C. Diamond has requested the use of a portion of the escrow account to permit the completion of an inter-parcel connection at Callie Jo Court and completion of other

improvements at Southcoate Village requested of the residents in order to complete the subdivision improvements; and

WHEREAS, the use of the funds for this purpose is consistent with the overall efforts to complete Southcoate Village and will not reduce the ability to complete Southcoate Village Drive, which is covered by a separate surety agreement in addition to the escrow funds; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the County Administrator be, and is hereby, authorized to execute an amendment to the existing escrow agreement to permit the use of up to \$80,000 of the escrow to complete the inter-parcel connection at Callie Jo Court, subject to such terms and conditions as may be deemed advisable by the County Administrator and County Attorney.

A Resolution to Authorize the Revision of Human Resources Policy 2-B - Annual Leave

RESOLUTION

A RESOLUTION TO AUTHORIZE THE REVISION OF HUMAN RESOURCES POLICY 2-B ANNUAL LEAVE

WHEREAS, the Fauquier County Board of Supervisors recognizes the need and the importance of maintaining up-to-date Human Resources Policies; and

WHEREAS, the Fauquier County Government Human Resources Policies are continually reviewed for necessary additions, revisions and deletions;

WHEREAS, recommended changes are contained in Human Resources Policy 2-B, Annual Leave, dated November 11, 2003; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the revisions made to Human Resources Policy 2-B, Annual Leave, be, and are hereby, approved effective May 14, 2009.

HUMAN RESOURCES POLICY 1. Fauquier County, Virginia

Policy Title: Annual Leave
Section No. : 2-B

Effective Date: 5/14/09
Supersedes Policy: 11/17/03

PURPOSE

It is the objective of the Board of Supervisors to provide employees with paid annual leave for vacations and other personal purposes.

SCOPE

This policy applies to all permanent full-time and permanent part-time employees.

DEFINITIONS

Annual Leave

Annual leave is defined as an employee absence during regularly scheduled work hours that has been approved, by the proper supervisory authority, for vacation or other personal purposes.

IV. PROCEDURES

A. Annual Leave Requests And Approval

1. Employees wishing to use annual leave must request approval from their supervisor, or supervisor's designee.
2. Requests for annual leave should be made as far in advance as possible.
3. When approving or disapproving annual leave requests, supervisors shall consider the work requirements of the department.
4. Any employee absence without appropriate supervisory approval shall be considered unauthorized.

B. Annual Leave Accrual And Carryover

1. Employees shall not use annual leave until it is accrued.
2. Annual leave accrues at the end of each month.
3. Annual leave does not accrue for any month unless the employee is compensated for at least one-half (1/2) of the working days in that month.
4. Full-time permanent employees shall accrue annual leave (in hours) as follows:

Years of Service	30 Hr/Week Employee		37.5 Hr/Week Employee		40 Hr/Week Employee		42 Hr/Week Employee	
	Earn Per Mo.	Maximum Accumulation	Earn Per Mo.	Maximum Accumulation	Earn Per Mo.	Maximum Accumulation	Earn Per Mo.	Maximum Accumulation
<5	6	144	7.5	180	8	192	8.4	201.6
>5 , <10	7.6	182.4	9.5	228	10	240	10.5	252
>10, <15	9.2	220.8	11.5	276	12	288	12.6	302.4
>15, <20	10.8	259.2	13.5	324	14	336	14.7	352.8
>20	12	288	15	360	16	384	16.8	403.2

Upon completion of 5, 10, 15 and 20 years of service, employees shall progress to the next higher level of accrual, as demonstrated in the table above, with a maximum accrual rate being achieved upon completion of 20 years of service.

5. **Part-time permanent employees shall accrue annual leave on a pro-rated percentage basis.**
6. **Maximum yearly balances for part-time employees shall be prorated based on employee accrual rates.**
7. **On June 30 of each year, annual leave balances which are in excess of the maximum balance levels shall be converted to sick leave.**
8. Employees who separate from and return to employment within one year of the separation date shall have their former annual leave accrual rates reinstated. Such annual leave accrual rates shall be reciprocal between the Fauquier County Government and the Fauquier County School Division.

C. **Exceptions To The Limit On Hours That May Be Carried Over**

1. When work requirements prevent employees from using annual leave that is in excess of the maximum balance levels, requests may be made to carry excess leave balances.
2. Requests shall be made by the employees' respective Constitutional Officer or Department Head to the County Administrator.
3. Requests must be supported by appropriate documentation to include disapproved annual leave requests and the specific reasons for disapproval.

4. Requests must include a time schedule, not to exceed four months, wherein the carry over leave will be used.

5. All carry over annual leave not used within the approved time schedule shall be converted to sick leave.

D. Using (Debiting) Annual Leave

1. Annual leave shall be debited in no less than one-half (1/2) hour units.

3. Each department shall forward to the Payroll Office approved monthly annual leave records indicating annual leave debits, credits, and balances for employees. The records shall include approved annual leave request forms for all annual leave taken.

E. Treatment Of Accrued Annual Leave Upon Change In Status

1. Lateral Transfer, Promotion or Demotion

Annual leave balances held by employees at the time of lateral transfer, promotion or demotion from one position or department to another shall be retained by the employees.

2. Voluntary Separation

a. Upon voluntary separation, employees shall be paid a lump sum for the unused portion of their accrued annual leave balances not to exceed the maximum authorized balance levels specified in section B4 and B5 of this policy.

b. Upon voluntary separation, employees who have been allowed to carry over additional accrued annual leave, will be paid for unused accrued annual leave only to the maximum levels specified in section B4 and B5 of this policy.

4. Resignation Without Sufficient Notice

a. Employees who resign without satisfactory notice may lose up to ten days of accumulated annual leave.

b. If accumulated annual leave is withheld as a result of resignation without satisfactory notice as referenced in section 3.a, employees will be paid for any remaining annual leave balances up to the maximum authorized balance levels.

4. Unsatisfactory Service Separation

Employees who are separated as a result of unsatisfactory service may be paid for unused accrued annual leave unless the County Administrator determines that the payment is not appropriate.

A Resolution to Authorize the Revision of Human Resources Policy 2-G – Family and Medical Leave

RESOLUTION

A RESOLUTION TO AUTHORIZE THE REVISION OF HUMAN RESOURCES POLICY
2-G FAMILY AND MEDICAL LEAVE

WHEREAS, the Fauquier County Board of Supervisors recognizes the need and the importance of maintaining up-to-date Human Resources Policies; and

WHEREAS, the Fauquier County Government Human Resources Policies are continually reviewed for necessary additions, revisions and deletions;

WHEREAS, recommended changes are contained in Human Resources Policy 2-G, Family and Medical Leave dated June 18, 2001; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, that the revisions made to Human Resources Policy 2-G, Family and Medical Leave, be, and are hereby, approved effective May 14, 2009.

**HUMAN RESOURCES POLICY
Fauquier County, Virginia**

Policy Title: Family and Medical Leave
Section No.: 2-G

Effective Date: 5/14/09
Supersedes Policy: 1/12/06

I. **PURPOSE**

It is the objective of the Board of Supervisors to provide eligible employees with unpaid leave in accordance with the Family and Medical Leave Act of 1993 (FMLA), et seq.

II. **SCOPE**

This policy applies to all Fauquier County Government employees (herein known as the county).

III. **DEFINITIONS**

A. Active Duty

Duty under a call or order to active duty under a provision of law referred to in 10 U. S. C § 101 (a)(13)(B).

B. Contingency Operation

A Contingency Operation:

1. is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
2. results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of title 10, United States Code, chapter 15 of title 10, Subpart A, Part 1 of the, United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress.

C. Covered Service Member

A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.

D. Eligible Employees

Employees who have been employed by the county for at least 12 months and worked at least 1,250 hours (as designated by the FMLA) during the 12 months before the start of leave.

1. Employment prior to a continuous break in service of seven years or more will not be included when determining eligibility.
2. The required 1,250 hours do not have to be worked during consecutive months; however, the 1,250 hours of work requirement applies to the 12 months immediately preceding the start of leave.

E. Employment Benefits

Employment benefits, for the purposes of this policy, shall be defined as benefits provided by the county to eligible employees including group life insurance, health insurance, education benefits, pensions, annual and sick leave.

F. Family/Medical Leave

Leave without pay (or use of employee's accrued leave) for up to 12 weeks during a single 12 month period for the following reasons:

1. due to the birth of a child or the placement of a child with an employee for adoption or foster care; or
2. because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition; or
3. because an employee's own serious health condition makes him/her unable to do his/her job; or
4. because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the employee or the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or
5. leave to care for a covered service member, who is an employee's spouse, child, parent, or next of kin (this type of leave can be taken for up to 26 weeks during a single 12 month period).

G. Health Care Provider

For the purposes of this policy, health care providers shall include the following:

1. a doctor of medicine or osteopathy who is licensed to practice medicine or surgery by the state in which he/she practices;
2. any other person determined by the Secretary of the Department of Labor to be capable of providing health care services; and
3. others capable of providing health care services to include only podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners and nurse-midwives authorized to practice in the state and performing within the scope of their practice as defined under state law, and Christian Science practitioners.

H. Key Position

A key position shall be defined as a position occupied by an employee who is among the highest paid 10 percent of all general government employees.

I. Next of Kin

Used with respect to an individual, the nearest blood relative of that individual (other than the individual's spouse, parent, son or daughter) in the following order of priority: blood relatives who have been granted legal custody of the service member, siblings, grandparents, aunts and uncles, and first cousins, unless the service member has designated in writing a different blood relative for purposes of military caregiver leave.

J. Outpatient status

With respect to a covered service member, the status of a member of the Armed Forces assigned to:

1. a military treatment facility as an outpatient; or
2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

K. Parent

A parent shall be defined as a biological parent or individual who served as the employee's parent and was charged with the duties and responsibilities of the parent. A parent does not include parent-in-law.

L. Qualifying Exigency

1. Issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
2. military events and related activities or sponsored family support programs;
3. certain childcare and related activities arising from the active duty or call to active duty status of a covered service member;
4. making or updating financial and legal arrangements to address a covered military member's absence;
5. attending counseling (not provided by a health care provider) for oneself, the military member, or child of the military member, the need for which arises from the active duty or call to active duty status of the covered military member;
6. taking up to 5 days of leave to spend time with a military member on short-term temporary rest and recuperation leave;
7. attending certain post-deployment activities sponsored by the military for a period of 90 days following the termination of the covered military

- member's active duty status, and addressing issues arising from the death of a covered military member; or
8. any other events which employer and employee agree is an qualifying exigency.

M. Serious Health Condition/Illness

A serious health condition/illness shall be defined as an illness, injury, impairment or physical or mental condition that involves:

1. inpatient care in a hospital, hospice or residential medical care facility; or
2. continuing treatment by a healthcare provider; or
3. in the case of a member of the Armed Forces, including a member of the National Guard or Reserves; an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

N. Spouse

A husband or wife as recognized under the laws of the Commonwealth of Virginia for the purposes of marriage.

O. Son or Daughter

A biological, adopted or foster child; step-child; legal ward; or other persons for whom the employee acts in the capacity of a parent. The child must be under age 18 or be age 18 or older and incapable of self-care due to a mental or physical disability.

P. Year

A rolling 12-month period measured backward from the start date of an employee's request for use of FMLA leave.

IV. **PROCEDURES**

A. Leave

Eligible employees may take up to a combined twelve (12) weeks of unpaid family and medical leave per year for the following reasons:

1. The birth of a child (to be taken within 12 months of the child's birth).
2. The placement of a child with the employee for adoption or foster care (to be taken within 12 months of the date of placement).

(Family/Medical Leave associated with child birth or child placement shall be taken in one block of time up to 12 weeks, unless the employee and supervisor agree otherwise.)

3. In order to care for a child, a dependent son or daughter over 18 years of age who is incapable of self-care due to a mental or physical disability, a spouse or a parent who has a serious health condition that involves
 - a. in-patient care in a hospital, hospice, or residential medical care facility; or
 - b. continuing treatment by a health care provider.
4. Because of a serious personal health condition that renders the employee unable to perform the functions of his/her position.

The county may request certification that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

5. Leave Related to Active Duty or a Call to Active Duty
 - a. If the necessity for leave is because of a qualifying exigency arising from the fact that a family member is on active duty, has been notified of an impending call to active duty, or the call to active duty is foreseeable, the employee shall give such notice to the employee's Department Head/Constitutional Officer as is reasonable and practicable.
 - b. The Human Resources Department may require that a request for leave because of a qualified exigency arising from the fact that the employee's spouse, son, daughter, or parent is on active duty be supported by a certification issued in accordance with regulations issued by the Secretary of Labor. If the Secretary of Labor issues a

regulation requiring such certification, the employee shall provide, in a timely manner, a copy of such certification to the Human Resources Department.

B. Leave to Care for a Covered Service Member

1. Eligible employees may take up to 26 workweeks of unpaid family and medical leave during a single 12 month period to care for a covered service member. This 12-month period begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established for other types of FMLA leave.
2. If the necessity for leave is foreseeable based on a planned treatment, the employee shall:
 - a. Make a reasonable effort to schedule the treatment so as not to disrupt the operations of the County Department.
 - b. Provide the Department Head/Constitutional Officer with at least thirty (30) days notice, before the date which leave is to begin, of the employee's intention to take leave. If the date of treatment requires leave to begin in fewer than thirty (30) days, the employee shall provide as much notice as practicable.
3. The Human Resources Department may require that a request for leave to care for a covered service member be supported by a certification issued by the healthcare provider of the person in need of care. The employee shall provide such notice as soon as practicable.

Certification will be sufficient if it states:

- a. the date on which the serious health condition or serious injury or illness commenced;
 - b. the probable duration of the condition; and
 - c. the appropriate medical facts within knowledge of the healthcare provider regarding the condition.
4. If leave is to be taken on an intermittent or reduced leave schedule for planned medical treatment, the certification must contain the dates on which such treatment is expected to be given and duration of such treatment.

C. Notice to Employees

1. The county shall post, in conspicuous places, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.
2. When an employee requests FMLA leave, or the Human Resources Department has knowledge that an employee's leave may be for an FMLA-qualifying reason, the Human Resources Department should notify the employee of the employee's eligibility to take FMLA leave within one to two business days.

The Human Resources Department will provide written notice detailing the expectations and obligations of the employee. This written notice should be accompanied by any required certification form.

3. The Human Resources Department should give the employee written notice whether the leave will be designated and will be counted as FMLA leave within five (5) business days. If it is determined that the leave will not be designated as FMLA-qualifying, the Human Resources Department must inform the employee of that determination.

D. Certification of Leave

1. An employee requesting family/medical leave must complete the required Certification Form within 15 days from the date leave is requested.
 - a. If incomplete or insufficient medical certification is received, employee has 7 days to cure deficiencies. Failure to do this may result in denial of leave.
 - b. The county may require, at its own expense, a second opinion. The health care provider cannot be one who is employed by the county on a regular basis.
 - c. If the second opinion differs from the first, the county may, at its own expense, require a third opinion from a health care provider designated or approved jointly by the employee and the county. The opinion of the third health care provider shall be considered final and binding upon the county and the employee.
 - d. The county may require an employee to report periodically during the leave period on his/her leave status and intention to return to work, and to provide subsequent re-certifications on a reasonable basis.

E. Restricted Use Of Family And Medical Leave

1. The time missed from work due to Family/Medical Leave may not exceed 12 weeks (or 26 weeks, in the case of caring for a covered service member) in a single 12 month period unless approved by the Department Head/Constitutional Officer.
2. Family/Medical Leave may not be used for short-term conditions for which treatment and recovery are brief, such as minor illnesses and outpatient surgical procedures with expected brief recuperating periods. FMLA does not provide for the intermittent care of a child for such commonplace illnesses as colds and flu, unless the circumstance is a qualifying exigency.
3. Family/Medical Leave and workers' compensation leave shall run concurrently, provided the reason for the leave is due to a qualifying serious illness or injury and the employer properly notifies the employee in writing that the leave will be counted as Family/Medical Leave.

F. Paid Leave

1. Employees are required to use any available accrued paid leave for absences covered under this policy, with the exception of up to one-week of sick leave.

Paid leave includes: Annual Leave, Compensatory Leave, Floating Holidays, and Sick Leave.

2. Employees participating in the sick leave bank may substitute paid sick leave bank leave only for Family/Medical Leave taken for the employee's own serious medical condition.
3. Employees may request leave donations to be used to substitute paid leave for Family /Medical Leave taken for the employee's own serious medical condition or to care for a spouse, child, or parent with a serious health condition.
4. If an employee's accrued leave balances, sick leave bank, or leave donations are used for Family/Medical Leave, this time will be counted toward the annual Family/Medical Leave entitlement.

G. Intermittent Leave And Reduced Scheduled Leave

1. When medical necessary because of an eligible employee's own serious health condition, the serious health condition of a child, spouse or parent or to care for an injured service member, an employee may take

family/medical leave on an intermittent leave basis or on a reduced schedule.

2. An intermittent leave schedule is a leave schedule that permits the employee to take leave periodically for a few hours a day, or for a few days, on an as-needed basis.
3. A reduced schedule is a leave schedule permitting the employee to reduce his/her usual number of hours worked per workweek or per workday.
4. Intermittent leave may be charged in no less than one-half hour increments.
5. While an employee is on an intermittent or reduced leave schedule, the county may temporarily transfer the employee to an alternative position which better accommodates the recurring leave as long as the new position carries equivalent pay and benefits.

H. Notice Of Leave

1. If possible, an employee must submit a written request for family/medical leave at least 30 days before the anticipated beginning of the leave. If an emergency or unforeseen event precludes such advance notice, the employee must give notice as soon as possible.
2. Any leave taken by an employee that may be covered under the Family and Medical Leave Act must be designated as family/medical leave.

I. Rules for Husband and Wife Employed By Fauquier County

1. A husband and wife who are both eligible for family and medical leave and are employed by the county shall be granted family and medical leave only for a combined total of twelve (12) weeks per year when the leave is taken for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement and to care for a parent with a serious health condition.
2. A husband and wife who are both eligible for family and medical leave and are employed by the county shall be granted family and medical leave only for a combined total of twenty-six (26) workweeks per year if the leave
 - a. is taken to care for a covered service member; or

- b. is taken as a combination of leave to care for a covered service member and leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition. However, if the leave taken by the husband and wife includes only leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition, the leave for that reason shall be limited to twelve (12) workweeks per year.

J. Status Of Benefits

1. Health Insurance

The county will continue to contribute to the health insurance premiums of employees covered under FMLA as discussed below:

- a. When an employee is using paid leave, the payroll deductions for the employee portion of the health insurance premiums continue.
- b. When an employee is on leave without pay, the employee portion of the health insurance premiums must be paid by the employee.

If an employee fails to make premium payments, the county will follow the same procedures to terminate coverage as it would if the employee failed to pay premiums while on a leave without pay status. An employee whose coverage terminated pursuant to this policy will be allowed to re-enroll in the health insurance program upon return to work from family/medical leave.

- c. If an employee fails to return to work at the end of leave under FMLA, he/she will be required to reimburse the county for the cost of the premiums paid by the county for maintaining coverage during the leave.

There will be no recovery of premiums if an employee fails to return to work due to a serious health condition or other circumstances beyond his/her control.

2. Life Insurance

The county will continue to pay life insurance premiums while an employee is on family/medical leave.

3. Leave Accrual

An employee will not accrue annual or sick leave during any period of leave without pay.

K. Returning From Leave

An employee who takes leave because of his/her own serious health condition will be required to provide medical certification that he/she is fit to resume work, at least three (3) days prior to date of return to work. An employee failing to provide the requested medical certification will not be permitted to resume work until the certification is submitted.

L. Restoration To Position

1. At the end of family/medical leave, an employee is normally to be reinstated as follows:
 - a. Original position – the county must restore an employee to the position he/she held when the leave began unless he/she held a key position which needed to be filled during the absence.
 - b. Equivalent position – if the previous position has been filled, an employee is entitled to restoration to an equivalent position.
 - c. Conditions upon restoration of job position – the county may require an employee to report periodically on his/her status and intent to return to work, and can require certification from health care providers that the employee is able to return to work.
2. If an employee's position is determined to be key, he/she may be denied restoration when:
 - a. the county shows that denying restoration is necessary to prevent substantial economic injury to its operations;
 - b. the county notifies the employee that restoration will be denied at the time it determines that substantial economic injury would occur; and
 - c. the employee already has begun the leave and elects not to return to employment within a reasonable time after receiving the county's notice.

A Resolution to Authorize the Revision Human Resources Policy 2-H – Holidays

RESOLUTION

A RESOLUTION TO AUTHORIZE THE REVISION HUMAN RESOURCES POLICY 2-H - HOLIDAYS

WHEREAS, the Fauquier County Board of Supervisors recognizes the need and the importance of maintaining up-to-date Human Resources Policies; and

WHEREAS, the Fauquier County Government Human Resources Policies are continually reviewed for necessary additions, revisions and deletions; and

WHEREAS, recommended changes are contained in Human Resources Policy 2-H, Holiday, dated March 17, 2003; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the revisions made to Human Resources Policy 2-H Holidays, be, and are hereby, approved effective May 14, 2009.

HUMAN RESOURCES POLICY Fauquier County, Virginia

Policy Title: Holidays
Section No.: 2-H

Effective Date: 05/14/09
Supersedes Policy: 03/17/03

PURPOSE

It is the objective of the Board of Supervisors that employees be permitted to observe specific workdays as holidays, and that certain employees receive holiday pay for these days.

SCOPE

This policy applies to all permanent full-time and permanent part-time employees.

PROCEDURES

A. Holidays

1. The general government shall observe the following paid holidays, as well as any other days designated as holidays by the Board of Supervisors, the

Governor of the Commonwealth of Virginia or by the President of the United States.

New Year's Day	January 1
Generals Robert E. Lee and Thomas "Stonewall" Jackson Day	Friday preceding the 3 rd Monday in January
Martin Luther King, Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Thanksgiving Friday	The Friday after Thanksgiving
Winter Break	December 25

2. Full-time permanent general government employees shall be granted two (2) floating holidays (15 hours for 37.5 hour/week employees; 16 hours for 40 hour/week employees; 16.8 hours for 42 hour/week employees) per fiscal year in addition to the above holiday schedule. The two floating holidays are pro-rated for part-time employees.
 - a. New full-time permanent employees who begin work with the general government between the months of July – December shall receive two floating holidays as referenced in section A.2. above.
 - b. New part-time employees who begin work with the general government between the months of July – December shall receive floating holiday time based on the following pro-rated hourly schedule:

Part-time Work Week	Routine Week	Floating Hours Given as of 1/1
30	37.5	12
22.5	37.5	9

Part-time employees working schedules not reflected above shall receive pro-rated holidays based on the same formula represented above.

- c. New full-time permanent employees who begin work with the general government between the months of January – June shall receive one floating holiday (7.5 hours for 37.5 hour/week employees; 8 hours for 40 hour/week employees; 8.4 hours for 42 hour/week employees).
- d. New part-time employees who begin work with the general government between the months of January – June shall receive one floating holiday based on the following pro-rated hourly schedule:

Part-time Work Week	Routine Work Week	Floating Hours Given as of 1/1
30	37.5	6
22.5	37.5	4.5

Part-time employees working schedules not reflected above shall receive pro-rated holidays based on the same formula represented above.

- 3. Floating holidays shall be coordinated through Department Heads/ Constitutional Officers to insure that offices are adequately staffed and service to the public is not disrupted.
- 4. Floating holidays shall be used during the calendar year in which they are granted.

B. Holidays Falling On A Weekend Day

1. When a holiday falls on a Saturday, it shall be observed on the preceding Friday.
2. When a holiday falls on a Sunday, it shall be observed on the following Monday.

C. Holidays Falling On Mandatory Employee Work Days

1. Eligible employees who are required to work on a designated general government holiday shall earn an additional floating holiday.
2. Additional floating holidays shall be used during the fiscal year in which they are earned or within four (4) months after being earned, whichever is greater.
3. Additional floating holidays shall be coordinated through Department Heads/Constitutional Officers to insure that offices are adequately staffed and service to the public is not disrupted.
4. Employees who are scheduled to work on a holiday but are absent shall have the time deducted from their annual or sick leave balances or charged to leave without pay or other applicable leave.

D. Holiday Falling On Scheduled Employee Days Off

Whenever a designated holiday falls on an employee's scheduled day off, the employee shall be granted a compensatory day. (Applies to full-time employees only.)

E. Holidays During Paid Leave

A holiday falling within a period of paid leave shall not be counted as a work day in computing leave charged to any employee.

F. Holiday During Unpaid Leave

When a holiday falls within a period of leave without pay or the day immediately preceding or following such leave, the employee shall receive no pay for the holiday.

G. Holidays for Part - Time Permanent Employees

1. Part-time permanent employees who work a minimum of 18.75 hours per Week who are regularly scheduled for work on a holiday shall be compensated for the holiday at the normal length of their work day.

2. Part-time permanent employees who are not regularly scheduled to work on a holiday will not be compensated for the holiday.
3. Part-time permanent employees (including those employees who work less than 18.75 hours per week) who have completed ten (10) years of service and who are regularly scheduled for work on a holiday shall be compensated for the holiday at the normal length of their work day.

H. Holidays for Part - Time Temporary Employees

Part-time temporary employees are not eligible for holiday pay.

I. Appointment or Separation on Holiday

The appointment or separation of an employee shall not be effected on a holiday, except when the employee works that day.

A Resolution to Authorize the Revision of Administrative Policy AP-07 – Inclement Weather

RESOLUTION

A RESOLUTION TO AUTHORIZE THE REVISION OF ADMINISTRATIVE
POLICY AP-07 - INCLEMENT WEATHER

WHEREAS, the Fauquier County Board of Supervisors recognizes the need and the importance of maintaining up-to-date administrative policies; and

WHEREAS, the Fauquier County Government Administrative Policies are continually reviewed for necessary additions, revisions and deletions; and

WHEREAS, recommended changes are contained in Administrative Policy AP-07, Inclement Weather, dated November 13, 2008; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the revisions made to Administrative Policy AP-07, Inclement Weather, be, and are hereby, approved effective May 14, 2009.

ADMINISTRATIVE POLICY
Fauquier County, Virginia

Policy Title: Inclement Weather Policy
Policy Number: AP-07

Effective Date: May 14, 2009
Supersedes Policy dated: November 20, 2008

I. PURPOSE

It is the objective of Fauquier County Administration to establish procedures for emergency closings and delayed openings of Fauquier County General Government facilities.

II. SCOPE

This policy applies to all employees.

III. DEFINITIONS

Designated Emergency Staff: Employees whose positions that have been identified by their Department Heads/Constitutional Officers as essential to department operations during emergencies. Designated emergency staff is required to work during authorized closings. Emergency staff shall include, but not be limited to, Fauquier County Sheriff Office sworn personnel, Department of Fire and Emergency Services operation personnel, and Warrenton-Fauquier Joint Communications Center staff.

Essential Personnel. Essential personnel report to their place of duty when operational necessity indicates. The Department Heads of the following departments have the authority to determine which positions should be deemed essential as needed: General Services, Parks and Recreation, and Environmental Services. The Department Heads for these departments will provide the Human Resources Director a listing of these positions annually.

This policy does not apply to Fauquier County Circuit Court and Circuit Court Clerk's Office employees. Court closures shall be directed by the Fauquier County Circuit Court Judge, or designee.

IV. PROCEDURES

A. Contacts

In the event government offices are opened to the public on a delayed schedule or closed due to inclement weather, employees may access information as follows:

1. messages shall be broadcast on radio and television stations (see Addendum A for listing);
2. a recorded phone message shall be available by calling 540-347-8600;
3. employees may access information through a link on the general government home page (<http://www.fauquiercounty.gov>);
4. employees may register to receive an e-Alert to their cellular phones and/or personal computers.

B. Office Closings

1. When offices are to be closed, media announcements shall be made.
2. Employees shall not be expected to report to work.
3. Designated emergency staff shall be expected to report as scheduled.
4. Employees scheduled to be on leave on an office closing day shall be charged leave for that day.

C. Offices Open Or Delayed Opening

1. When offices open at the regular time, no media announcements shall be made.
2. When offices will open on a delayed schedule, media announcements shall be made.
3. Employees who must arrive to work later than the designated opening time as a result of inclement weather shall be expected to inform their supervisors.
4. Department Heads/Constitutional Officers may approve the reasonable use of annual leave or compensatory time if employees must arrive late due to inclement weather.
5. Employees scheduled to be on leave on the day of a delayed opening shall be charged a full day of leave for that day.

D. Early Closings

1. In the event of an early closing, the County Administrator/designee shall notify employees via the e-Alert and “DL-Staff” email functions.

2. Department Heads/Constitutional Officers shall be responsible for implementing and executing a departmental communication plan to ensure that those staff members without access to e-mail are notified of the early closing in a timely manner.
3. Employees shall leave work at the regular time unless approval for early release is received by the appropriate supervisor.
4. Employees scheduled to be on leave on the day of an early closing shall be charged a full day of leave for that day.

E. Pay Provisions

1. Designated emergency employees required to work beyond their regular work schedule during a Declaration of an Inclement Weather Condition shall receive such compensation for hours actually worked as is provided in their respective Human Resources Policies.
2. Designated emergency employees required to work during a Declaration of an Inclement Weather Condition shall not be entitled to additional pay except as provided for in Section E.1 above.

Addendum A

In the event government offices are opened on a delayed schedule or closed due to inclement weather, messages will be broadcast on the following radio and television stations:

Radio:

WTOP: 103.5 FM and 820 AM
WINC: 92.5 FM

Television:

WRC-TV: CHANNEL 4
WJLA-TV: CHANNEL 7
WUSA-TV: CHANNEL 9

A separate message will be broadcast announcing a delayed schedule or closure of the Fauquier County Circuit Court and Fauquier County Circuit Court Clerk's Office on the following radio and television stations:

Radio:

WTOP: 103.5 FM and 820 AM
WINC: 92.5 FM

Television:

WRC-TV: CHANNEL 4
WJLA-TV: CHANNEL 7
WUSA-TV: CHANNEL 9

A Resolution to Direct a Reduction-In-Force and Authorize Severance Packages

RESOLUTION

A RESOLUTION TO DIRECT A REDUCTION-IN-FORCE AND AUTHORIZE
SEVERANCE PACKAGES

WHEREAS, on March 31, 2009, the Board of Supervisors adopted the FY10 Budget; and

WHEREAS, the implementation of the Service Reduction Plan will require the County Administrator to implement a reduction-in-force that is hereby directed; and

WHEREAS, it is further directed that severance packages are to be made available to impacted employees that would provide salary and health coverage for a period not to exceed three months depending upon the length of service of the impacted employee; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the Fauquier County Administrator be, and is hereby, directed to implement the reduction-in-force directive and to offer severance benefits consistent with County policy in accordance with this plan.

A Resolution Abolishing Position of County Engineer and Two Assistant County Engineer Positions and Authorizing Severance Packages

RESOLUTION

A RESOLUTION ABOLISHING THE POSITION OF COUNTY ENGINEER AND TWO
ASSISTANT COUNTY ENGINEER POSITIONS AND AUTHORIZING SEVERANCE
PACKAGES

WHEREAS, the Board of Supervisors has, as part of its budget process for Fiscal Year 2010, decided to outsource the engineering function associated with the Department of Community Development; and

WHEREAS, as a result of the outsourcing of that function, it is necessary to abolish the positions of County Engineer and Assistant County Engineer; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the position of County Engineer and the two Assistant County Engineer positions contained in the County's Official Pay and Classification Plan be, and are hereby, abolished; and, be it

RESOLVED FURTHER, That the Fauquier County Administrator be, and is hereby, directed to implement the abolition directive and authorized to negotiate severance packages up to a maximum of four months in salary and health insurance benefits.

A Resolution to Authorize the Award of the Bealeton Depot Renovation Contract Pending Virginia Department of Transportation Review and Approval

RESOLUTION

A RESOLUTION TO AUTHORIZE THE AWARD OF THE BEALETON DEPOT
RENOVATION CONTRACT PENDING VIRGINIA DEPARTMENT OF
TRANSPORTATION REVIEW AND APPROVAL

WHEREAS, in 2001, Bealeton Landmarks, LLC, donated the Bealeton Station Depot to Fauquier County to be used as a community meeting room as well as a program room for the Bealeton branch library; and

WHEREAS, Bealeton Landmarks repaired the roof and placed the Depot on a permanent foundation; and

WHEREAS, in 2003, 2004 and again in 2007, Fauquier County applied for and was awarded Federal Transportation Enhancement Act for the Twenty-First Century (TEA-21) funds to renovate the Depot; and

WHEREAS, \$449,000 in total has been awarded for the project, including local matching funds of \$74,900 in corporate donations and \$215,900 of in-kind contributions; and,

WHEREAS, on March 5, 2009, the Procurement Division issued an Invitation for Bid with input and guidance from the Virginia Department of Transportation (VDOT), the grant administering agency; and

WHEREAS, on April 7, 2009, ten bids were received in response to the Invitation for Bids; and

WHEREAS, Total Construction Management, LLC, was the lowest responsible and responsive bidder and its bid was sent to VDOT for review and approval; and

WHEREAS, bids from PBS Contracting and Total Construction Management were also sent to VDOT for review for grant compliance as the second and third lowest responsive bidders; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th of May 2009, That the Board of Supervisors does hereby authorize the award of a contract to Total Construction Management, LLC, in the amount of \$228,295.00 pending review and approval by VDOT; and, be it

RESOLVED FURTHER, That in the event that the lowest bidder does not meet with VDOT approval, the Board of Supervisors authorizes the award of a contract to the next lowest bidder, PBS Contracting, in the amount of \$237,800.00 pending review and approval by VDOT; and, be it

RESOLVED FINALLY, That in the event that the second lowest bidder does not meet with VDOT approval, the Board of Supervisors authorizes the award of a contract to the third lowest bidder, Thurston Companies, in the amount of \$259,000.00, pending review and approval by VDOT.

A Resolution to Award Contract for HVAC Replacements at Warrenton Library, John Barton Payne Library, Adult Detention Center and Vint Hill Village Green Racquetball Courts

RESOLUTION

A RESOLUTION TO AWARD CONTRACTS FOR HVAC UPGRADES AT THE
WARRENTON MAIN LIBRARY, JOHN BARTON PAYNE LIBRARY, ADULT
DETENTION CENTER AND VINT HILL VILLAGE GREEN RACQUETBALL COURTS

WHEREAS, plans have been prepared for HVAC upgrades project at the Warrenton Main Library, John Barton Payne Library, Adult Detention Center and Vint Hill Village Green Racquetball Courts; and

WHEREAS, the staff recommends award of the bid for these improvements to Precision Mechanical Services LTD in the amount of \$170,600.00 for the Warrenton Main Library, John Barton Payne Library, Adult Detention Center and Vint Hill Village Green Racquetball Courts; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the County Administrator be, and is hereby, authorized to execute contracts for the HVAC Upgrades at the Warrenton Main Library, John Barton Payne Library, Adult Detention Center and Vint Hill Village Green Racquetball Courts.

A RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF A TAXABLE SEWER SYSTEM REVENUE REFUNDING BOND, SERIES 2009, OF FAUQUIER COUNTY, VIRGINIA, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,500,000, HERETOFORE AUTHORIZED, PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF AND PROVIDING FOR THE REFUNDING OF CERTAIN OUTSTANDING BONDS

Mr. Graham moved to adopt the following resolution. Mr. Stribling seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: **Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo**
Nays: **None**
Absent During Vote: **None**
Abstention: **None**

A RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF A TAXABLE SEWER SYSTEM REVENUE REFUNDING BOND, SERIES 2009, OF FAUQUIER COUNTY, VIRGINIA, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,500,000, HERETOFORE AUTHORIZED, PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF AND PROVIDING FOR THE REFUNDING OF CERTAIN OUTSTANDING BONDS

WHEREAS, on June 28, 2001, Fauquier County, Virginia (the "County") issued its \$3,075,000 Sewer System Revenue Bond, Series of 2001 (the "2001 Bond");

WHEREAS, Virginia Resources Authority ("VRA") has advised the County that it may achieve significant debt service savings by refunding a portion of the outstanding principal amount of the 2001 Bond;

WHEREAS, the County desires to issue a refunding bond to refund a portion of the 2001 Bond, subject to the terms and conditions herein;

WHEREAS, VRA has indicated its willingness to purchase such bond from a portion of the proceeds of its Infrastructure Revenue Bonds (Virginia Pooled Financing Program), Senior and Subordinate Series 2009A (ACE) (as more particularly defined in the below-defined Financing Agreement, the "VRA Bonds"), in accordance with the terms of (a) a Financing Agreement to be dated as of a date specified by VRA, between VRA, the County and the Fauquier County Water and Sanitation Authority (the "Sanitation Authority") (the "Financing Agreement"), (b) a Local Bond Sale Agreement to be dated the date of sale of the VRA Bonds, between VRA and the County (the "Local Bond Sale Agreement"), and (c) a Nonarbitrage Certificate and Tax Compliance Agreement between VRA, the County and the Sanitation Authority (the "Tax Compliance Agreement"), the forms of which have been presented to this meeting; and

WHEREAS, in connection with any unrefunded portion of the 2001 Bond, VRA has agreed to enter into a First Amendment to Financing Agreement (the "First Amendment") that will amend certain provisions of a Financing Agreement dated as of June 1, 2001, between the County, the Sanitation Authority and VRA, to release the "negative pledge" or local reserve fund required in connection with the 2001 Bond;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA:

1. Issuance of Bond. Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, the Board hereby provides for the issuance and sale of a sewer system revenue refunding bond of the County to provide funds to refund all or a portion of the 2001 Bond and to pay related issuance and financing costs incurred in connection with issuing such bond and refunding the 2001 Bond.

2. Authorization of First Amendment. The form of the First Amendment submitted to this meeting is hereby approved. The Chairman and Vice Chairman of the Board, either of whom may act, are authorized to execute the First Amendment in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this resolution as may be approved by the officer executing the First Amendment, whose approval shall be evidenced conclusively by the execution and delivery thereof.

3. Authorization of Financing Agreement. The form of the Financing Agreement submitted to this meeting is hereby approved. The Chairman and Vice Chairman of the Board, either of whom may act, are authorized to execute the Financing Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this resolution as may be approved by the officer executing the Financing Agreement, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the County's refunding bond to VRA shall be upon the terms and conditions of the Financing Agreement and the Local Bond Sale Agreement. The proceeds of such bond shall be applied in the manner set forth in the Financing Agreement. All capitalized terms used but not defined herein shall have the same meaning as set forth in the Financing Agreement.

4. Bond Details. The bond shall be issued as a single, registered bond, shall be designated "Taxable Sewer System Revenue Refunding Bond, Series 2009" (the "Bond"), shall be numbered R-1, shall be dated the date that is 30 days prior to the closing date of the VRA Bonds, shall be in a principal amount not to exceed \$2,500,000 and shall mature no later than December 31, 2021. The Board authorizes the issuance and sale of the Bond to VRA on terms as shall be satisfactory to the County Administrator; provided, however, that the Bond shall have a "true" interest cost not to exceed 6.50% (exclusive of "supplemental interest" as provided in the Financing Agreement), shall be sold to VRA at a price not less than 92% of the aggregate principal amount of the Bond, shall be subject to optional redemption upon the terms set forth in the Financing Agreement and shall result in not less than a 3% aggregate net present value debt service savings. Subject to the preceding terms, the Board further authorizes the County Administrator to set the terms of the Bond to conform in necessary respects to the terms of the related portion of the VRA Bonds, including (a) the final principal amount of the Bond, (b) the amortization schedule (including the principal installment dates and amounts) for the Bond, (c) the optional and extraordinary redemption provisions, if any, of the Bond, and (d) the portion(s)

of the 2001 Bond to be refunded, all in such manner as the County Administrator shall determine to be in the best interest of the County.

Following the pricing of the corresponding VRA Bonds, the County Administrator shall evidence his approval of the final terms and purchase price of the Bond by executing and delivering to VRA the Local Bond Sale Agreement, which shall be in substantially the form presented to this meeting, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator. The actions of the County Administrator in determining the final terms and the purchase price of the Bond shall be conclusive, and no further action shall be necessary on the part of the Board.

As set forth in the Financing Agreement, the County agrees to pay such "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the Capital Reserve Fund. The principal of and premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America.

5. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the Financing Agreement. The County may, at its option, redeem, prepay or refund the Bond upon the terms determined by the County Administrator in Section 3 above and set forth in the Financing Agreement.

6. Execution and Form of Bond. The Bond shall be signed by the Chairman or Vice Chairman of the Board and the County's seal shall be affixed thereon and attested by the Clerk of Board. The Bond shall be issued as a typewritten bond in substantially the form of Exhibit A attached hereto, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such officers, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.

7. Pledge of Revenues; Parity. Principal of and premium, if any, and interest on the Bond and all other amounts due under the Financing Agreement shall be payable solely from the Revenues and other sources pledged thereto in the Financing Agreement. The Revenues are to be pledged upon the terms and conditions set forth in Section 5.1 of the Financing Agreement. Nothing in the Bond, the Financing Agreement or this Resolution shall be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia or any of its political subdivisions, including the County. The issuance of the Bond shall not directly, indirectly or contingently obligate the Commonwealth of Virginia or any of its political subdivisions, including the County, to pledge its faith and credit or levy any taxes for the payment of the principal of or premium, if any, or interest on the Bond or other costs incident to it or make any appropriation for its payment except from the revenues and other funds pledged for such purpose.

As to the pledge of Revenues, the Bond will be secured on a parity with the non-refunded portion of the 2001 Bond.

8. Support Agreement. The Board acknowledges that, in the event the Revenues pledged under the Financing Agreement are not sufficient to (i) satisfy the rate covenant set forth in the Financing Agreement and (ii) pay any amounts due under the Financing Agreement, the Board has agreed to a non-binding undertaking to appropriate funds necessary to satisfy such deficiencies, all as set forth in Section 5.5 of the Financing Agreement.

9. Preparation of Printed Bond. The County shall initially issue the Bond in typewritten form. Upon request of the registered owner and upon presentation of the Bond at the office of the Registrar (as hereinafter defined), the County shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Bond in typewritten form, in denominations of \$5,000 and multiples thereof (except that one Bond may be issued in an odd denomination of not less than \$5,000), of the same form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Bond may be executed by manual or facsimile signature of the Chairman or Vice Chairman of the Board, the County's seal affixed thereto and attested by the Clerk of the Board; provided, however, that if both such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bond surrendered in any such exchange shall be canceled.

10. Registration and Transfer of the Bond. The County appoints the County Treasurer as paying agent and registrar (the "Registrar") for the Bond. If deemed to be in its best interest, the County may at any time appoint a qualified bank or trust company as successor Registrar. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, premium, if any, and interest, and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books on the 15th day of the month preceding each interest payment date.

11. Mutilated, Lost or Destroyed Bond. If the Bond has been mutilated, lost or destroyed, the County shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the County shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the County in connection therewith and, in the case of a lost or destroyed Bond, (a) has filed with the County evidence satisfactory to the County that such Bond was lost or destroyed and (b) has furnished to the County satisfactory indemnity.

12. Arbitrage Covenants. The County covenants that it shall not take or omit to take any action the taking or omission of which will cause the VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the VRA Bonds to be includable in the gross income of the registered owner thereof under existing law. Without

limiting the generality of the foregoing, the County shall comply with any provision of the Tax Compliance Agreement that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The County shall pay any such required rebate from legally available funds.

13. Tax Compliance Agreement. Such officers of the County as may be requested are authorized and directed to execute and deliver the Tax Compliance Agreement, the form of which is hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers of the County executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

14. Private Activity Bond Covenant. The County covenants that it shall not permit the proceeds of the Bond or the facilities financed with the proceeds of the Bond to be used in any manner that would result in (a) 5% or more of such proceeds or the facilities financed with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or the facilities financed with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the VRA Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the County need not comply with such covenants.

15. Redemption of 2001 Bond. The County Administrator is authorized and directed to take all proper steps to call for redemption such portion(s) of the 2001 Bond as shall be refunded and to prepare and deliver any such notices and correspondence necessary therefor. The Chairman or Vice Chairman of the Board, either of whom may act, are authorized to approve changes to the 2001 Bond and related financing documents, including the execution and delivery of an allonge to the 2001 Bond, as may be necessary to provide for the unrefunded portion, if any, of the 2001 Bond. The Clerk of the Board is authorized to affix the County's seal on any such documents and attest the same.

16. Official Statement. The County authorizes and consents to the inclusion of information with respect to the County contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds.

17. SNAP Investment Authorization. The Board has heretofore received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Board has determined to authorize

the County Treasurer, if and as necessary, to utilize SNAP in connection with the investment of the proceeds of the Bond. The Board acknowledges the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

18. **Qualified Tax-Exempt Obligation.** To the extent the County intends to satisfy the requirements set forth in Section 265(b)(3) of the Code, and if requested by VRA, the County Administrator is hereby authorized to designate the Bond for purposes of such Section.

19. **Other Actions.** All other actions of County officials in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond are ratified, approved and confirmed. The County officials are authorized and directed to execute and deliver all certificates and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Bond pursuant to this Resolution, the Financing Agreement and the Local Bond Sale Agreement.

20. **Effective Date.** This Resolution shall take effect immediately.

Exhibit A - Form of Bond

Interest on this bond is intended by the issuer thereof to be included in gross income for federal income tax purposes.

REGISTERED

REGISTERED

R-1

_____, 2009

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
FAUQUIER COUNTY
Sewer System Revenue Refunding Bond
Series 2009

Fauquier County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, for value received, acknowledges itself in debt and promises to pay to the Virginia Resources Authority, or its registered assigns or legal representative ("VRA"), solely from the sources hereinafter described and pledged to the payment of this bond the principal sum of _____ DOLLARS (\$_____). Principal of this bond shall be payable in annual installments in the amounts and on the dates set forth in Schedule I attached hereto. Interest on this bond shall be payable on each _____ and _____, commencing _____, _____, computed on the basis of a 360-day year of twelve 30-day months at the rates set forth in Schedule I.

If any installment of principal of and interest on this bond is not paid to the registered owner of this bond within ten days after its due date, the County shall pay to VRA a late payment charge in an amount equal to two and one-half percent (2 1/2%) of the overdue installment.

Subject to the provisions of the Financing Agreement dated as of _____ 1, 2009 (the "Financing Agreement"), between VRA, the County and the Fauquier County Water and Sanitation Authority, so long as this bond is held by VRA or its registered assigns or legal representative, interest is payable by check or draft mailed to the registered owner of this bond at the address that appears on the 15th day of the month preceding each interest payment date on the registration books kept by the County Treasurer, who has been appointed registrar and paying agent, or any successor bank or trust company (the "Registrar"). Principal of and premium, if any, and interest on this bond shall be payable in lawful money of the United States of America. In case any payment date on this bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia.

This bond has been authorized by a resolution adopted by the County Board of Supervisors on May ___, 2009 (the "Resolution"), and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 and the Financing Agreement. Proceeds of this bond will be used to provide funds to (a) refinance a portion of the outstanding principal amount of the County's \$3,075,000 Sewer System Revenue Bond, Series 2001 (the "2001 Bond") and (b) pay the issuance and financing costs incurred in issuing this bond and refunding such bond.

Subject to the County's right to apply Revenues (as defined in the Financing Agreement) to the payment of Operation and Maintenance Expenses (as defined in the Financing Agreement), Revenues are irrevocably pledged for the payment of principal and premium, if any, and interest on this bond and the payment and performance of the County's obligations under the Financing Agreement. Principal of and premium, if any, and interest on this bond and all other amounts due under the Financing Agreement are limited obligations of the County, and shall be payable solely from the Revenues and other sources pledged thereto in the Financing Agreement. The Financing Agreement contains a non-binding undertaking by the County Board of Supervisors to appropriate from time to time funds necessary to pay amounts due under this bond or the Financing Agreement to the extent Revenues are insufficient therefor. Nothing in this bond, the Financing Agreement or this Resolution shall be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia or any of its political subdivisions, including the County. This bond does not directly, indirectly or contingently obligate the Commonwealth of Virginia or any of its political subdivisions, including the County, to pledge its faith and credit or levy any taxes for the payment of the principal of or premium, if any, or interest on this bond or other costs incident to them or make any appropriation for their payment except from the revenues and other funds pledged for such purpose.

With respect to the Revenues, this bond is secured on a parity with the non-refunded portion of the 2001 Bond.

If any failure of the County to pay all or any portion of any required payment of the principal of or premium, if any, or interest on this bond results in a withdrawal from the Capital Reserve Fund, the Senior Debt Service Reserve Fund, the Operating Reserve Fund and/or a drawing on any CRF Credit Facility or the Senior DSRF Credit Facility (each as defined in the Financing Agreement), the interest rates applicable to this bond shall be increased to interest rates sufficient to reimburse the Capital Reserve Fund, the Senior Debt Service Reserve Fund and/or the Operating Reserve Fund for any foregone investment earnings on the funds withdrawn therefrom and/or pay any interest, fees or penalties assessed by the CRF Credit Provider and/or the Senior DSRF Credit Provider as a result of the drawing on the CRF Credit Facility or the Senior DSRF Credit Facility, as appropriate. The increment of interest payable pursuant to the increase in

rates shall be referred to as "Supplemental Interest." The term "interest" as used in this bond shall include Supplemental Interest, when and if payable. The County's obligation to pay Supplemental Interest shall commence on the date of VRA's withdrawal of funds from the Capital Reserve Fund, the Senior Debt Service Reserve Fund and/or the Operating Reserve Fund or the drawing on the CRF Credit Facility or the Senior DSRF Credit Facility occasioned by the County's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The County's obligation to pay Supplemental Interest shall terminate on the date on which the County remedies such failure to pay by making all payments required but outstanding since the date of such failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in this bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in this bond, VRA shall deliver to the County a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods. This bond may be redeemed, prepaid or refunded at the option of the County upon the terms set forth in the Financing Agreement.

This bond is issuable as a fully registered bond. Upon surrender of this bond at the Registrar's office, together with an assignment duly executed by the registered owner or such owner's duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute, and the Registrar shall authenticate and deliver in exchange, a new bond or bonds in the manner and subject to the limitations and conditions provided in the Resolution, having an equal aggregate principal amount, in authorized denominations, of the same series, form and maturity, bearing interest at the same rates and in the same manner, and registered in such names as requested by the then registered owner of this bond or such owner's duly authorized attorney or legal representative. Any such exchange shall be at the County's expense, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect to it.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the 15th day of the month preceding each interest payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and this bond, together with all other indebtedness of the County, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of Fauquier County, Virginia, has caused this bond to be signed by its [Vice] Chairman and the County's seal to be affixed hereto and attested by the Clerk of the Board, and this bond to be dated the date first above written.

(SEAL)

[Vice] Chairman, Board of Supervisors of
Fauquier County, Virginia

ATTEST:

Clerk, Board of Supervisors of
Fauquier County, Virginia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(please print or typewrite name and address including postal zip code of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE

: :
: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing
_____,
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of
substitution in the premises.

Dated: _____
Signature Guaranteed

NOTICE: Signature(s) must be guaranteed
by an Eligible Guarantor Institution such as a
Commercial Bank, Trust Company,
Securities Broker/Dealer, Credit Union or
Savings Association who is a member of a
medallion program approved by The Securities
Transfer Association, Inc.

(Signature of Registered Owner)

NOTICE: The signature above must
correspond with the name of the
registered owner as it appears on the
front of this bond in every particular,
without alteration or enlargement or
any change whatsoever.

SCHEDULE I TO
FAUQUIER COUNTY, VIRGINIA
TAXABLE SEWER SYSTEM REVENUE REFUNDING BOND
SERIES 2009

Principal Installment <u>Number</u>	Principal Installment <u>Amount</u>	Principal Installment <u>Due Date</u>	Interest <u>Rate</u>
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[to be completed after pricing of VRA Bonds]

**A RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO OPEN SPACE
USE AGREEMENTS WITH LANDOWNER**

Mr. Graham moved to adopt the following resolution. Mr. Nyhous seconded and, following discussion, the vote for the motion was 4 to 0 as follows:

<i>Ayes:</i>	<i>Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Chester W. Stribling; Mr. R. Holder Trumbo</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>Mr. Peter B. Schwartz</i>

RESOLUTION

A RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO OPEN SPACE
AGREEMENT WITH LANDOWNERS

WHEREAS, Fauquier County has established a special land assessment program for the preservation of real estate devoted to open space pursuant to Section 58.1-3233 of the Code of Virginia, 1950, as amended; and

WHEREAS, a landowner may qualify for the special land assessment program for the preservation of open space upon the execution and recordation of a written open space use agreement between the landowner and the Board of Supervisors; and

WHEREAS, to qualify for the special land assessment program for the preservation of open space, the real estate to be entered into the program must meet the general and specific standards promulgated by the Director of the Department of Conservation and Historic Resources as set forth in the Manual of the State Land Evaluation Advisory Council (1992); and

WHEREAS, the hereinafter identified landowners have requested that the Board of Supervisors enter into an Open Space Use Agreement for the preservation of certain land owned by them for the purposes of qualifying for the special land assessment program under the open space category; and

WHEREAS, the Board of Supervisors has determined that the hereinafter described land meets the general and specific standards as promulgated by the Director of the Department of Conservation and Historic Resources for entering into an Open Space Use Agreement committing the landowner not to change the use of the land to a nonqualifying use for a time period of eight years; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the Chairman be, and is hereby, authorized to execute an Open Space Use Agreement with the hereinafter identified landowners:

NAME	IDENTIFICATION	ACREAGE
<u>RENEWAL</u> Teague, Johnneen Rena c/o Springfield Farm	6997-86-9103-000 7907-04-8535-000 5654 Georgetown Rd. Broad Run, VA 20137	158.5239 .86
<u>RENEWAL</u> Schwartz, Peter B. Moser, Anna M.	6042-19-7412-000 PO Box 159 Delaplane, VA 20144	50.71
<u>NEW</u> Lucas, Kirk Michael Tschetter, Kristen M.	6985-98-2842-000 PO Box 740 Warrenton, VA 20188	70.0639
<u>NEW</u> Noland, Jane Mathias, Tee Noland, Jane Mathias, Trust	6975-68-1224-000 6975-67-3587-000 6975-58-2152-000 6975-58-4185-000 6975-58-7270-000 PO Box 487 Warrenton, VA 20188	2.7832 22.3252 .4878 .886 1.8775
<u>NEW</u> Puckett, John A. Puckett, Carlotta L.	7803-24-0913-000 7803-24-6434-000 14725 Rogers Ford Road Sumerduck, VA 22742	27.8027 2.8639

; and, be it

RESOLVED FURTHER, That upon execution and recordation of the agreement, the described real estate shall be eligible for classification as Open Space under the Fauquier County Special Land Assessment Program.

A RESOLUTION TO APPROVE A DECREASE OF \$5,000 IN THE PAYMENT PER DEVELOPMENT RIGHT IN THE PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAM

Mr. Nyhous moved to adopt the following resolution. Mr. Schwartz seconded and, following discussion, the vote for the motion was 3 to 2 as follows:

Ayes: *Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. R. Holder Trumbo*
Nays: *Mr. Raymond E. Graham; Mr. Chester W. Stribling*
Absent During Vote: *None*
Abstention: *None*

RESOLUTION

A RESOLUTION TO APPROVE A DECREASE OF \$5,000 IN THE PAYMENT PER DEVELOPMENT RIGHT IN THE PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAM

WHEREAS, on February 19, 2002, the Fauquier County Board of Supervisors adopted the Purchase of Development Rights (PDR) Program to acquire conservation easements for the purpose of protecting agriculture, providing open space, ameliorating the impact of development on the County, and authorizing payment of \$20,000 per development right; and

WHEREAS, a total of 6,727 acres have been approved by the Board of Supervisors in the PDR Program to date; and

WHEREAS, on October 13, 2005, the Board of Supervisors authorized an increase in the PDR payment to \$30,000.00 per Development Right; and

WHEREAS, on April 13, 2009, the PDR Committee discussed a proposed revision in the PDR payments to reflect the decreasing real estate values and recommends a decrease in the price paid per development right in the PDR Program to \$25,000.00; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That the Board of Supervisors does hereby approve a decrease of \$5,000 in the payment per development right in the Purchase of Development Rights (PDR) Program for 2009 applicants.

APPOINTMENTS

- Lord Fairfax Community College Board: Major Warner Jr. was appointed for a four-year term ending June 30, 2013.
- Airport Committee – Citizen at Large: Charles M. Medvitz was appointed to fill an unexpired four-year term ending December 31, 2011.

SUPERVISORS' TIME

- Mr. Graham announced that the Kettle Run High School Booster club will host a classic car show on Saturday, May 30, 2009, from 8:00 AM until 3:00 PM and encouraged citizens to visit the web site for additional information at www.kettlerunsports.org. Mr. Graham encouraged women to consult with their health care providers to schedule regular clinical examinations for breast cancer prevention. Mr. Graham expressed sympathy to the family of the late Pamela Sue Ramsburg, a former resident of Midland.
- Mr. Stribling expressed condolences to the family of the late Helen Garnett, who was 99 years old at her death. Mr. Stribling congratulated the Library Board for receiving Transportation Enhancement Act grant funding for renovations to the historic Depot located at the Bealeton Branch Library. Mr. Stribling announced that on Saturday May 16th Habitat for Humanity will begin construction of a home for the Poole family and he encouraged citizens to volunteer to assist for this and other Habitat projects. Mr. Stribling expressed appreciation to citizens for all of their volunteer efforts throughout the community on a regular basis.
- Mr. Schwartz stated that last week he was at the grand opening of the Northern Fauquier Community Park and that it was well attended. Mr. Schwartz announced an ongoing quest to upgrade Main Street Marshall through Transportation Enhancement Act grant funding, and responses to Requests for Proposal have been good.
- Mr. Nyhous stated that the Warrenton Spring Festival was held last Saturday in downtown Warrenton showcasing a variety of crafts, artisans, entertainers, etc., and was well attended by approximately 25,000-30,000 visitors.
- Mr. Trumbo said that the Fauquier County 250th Anniversary Celebration kick off on May 1st was a wonderful success, and that a calendar of events is available to the public for information on other anniversary celebration activities.

ANNOUNCEMENTS

- Mr. McCulla announced that the Board of Supervisors will host a Legislative Reception on Friday, May 22, 2009, at 12:00 noon at the Northern Fauquier Community Park.
- Mr. McCulla announced that the Virginia Department of Transportation has requested a meeting with the Board of Supervisors for a future date to be determined.

- Mr. McCulla announced that the Board of Supervisors will hold its next regular meeting on June 11, 2009, at 6:30 P.M. at the Warren Green first floor meeting room, located at 10 Hotel Street, in Warrenton, Virginia.

FISCAL YEAR 2010-2015 CAPITAL IMPROVEMENT PROGRAM

A public hearing was held to consider a resolution to adopt the proposed FY 2010-2015 Capital Improvement Program. Ari J. Sky, Director of the Office of Management and Budget, summarized the proposed resolution. Kitty Smith, Marshall District, expressed concern regarding any county funding for the development of the Opal water system. No one else spoke. The public hearing was closed. Mr. Nyhous moved to adopt the following resolution. Mr. Stribling seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO ADOPT THE FY 2010-2015 CAPITAL IMPROVEMENT PROGRAM

WHEREAS, the Board of Supervisors has established an objection to adopt a Capital Improvement Program (CIP) each year; and

WHEREAS, on February 26, 2009, the County Administrator submitted the proposed FY 2010-2015 CIP to the Planning Commission; and

WHEREAS, the Planning Commission conducted two work sessions and held a public hearing on the proposed CIP; and

WHEREAS, the Planning Commission recommended unanimously that the Board of Supervisors approve the proposed CIP; and

WHEREAS, the Board of Supervisors conducted one work session and held a public hearing on the proposed CIP; now, therefore, be it

RESOLVED, by the Fauquier County Board of Supervisors this 14th day of May 2009, That the FY 2010-2015 Capital Improvement Program be, and is hereby, adopted.

SPECIAL EXCEPTION #SPEX09-MA-016 – CLIFF MILLS, LLC (OWNER / APPLICANT) – ENNIS POND

A public hearing was held to consider an application to obtain a Category 23 Special Exception to allow for the construction of a private pond for agricultural use within a floodplain. The property is located at 9400 Cliff Mills Road, Marshall District, further described as PIN

#6954-34-2130-000. Melissa Dargis, Assistant Chief of Planning, summarized the application. No one else spoke. The public hearing was closed. Mr. Schwartz moved to adopt the following resolution. Mr. Graham seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: *Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

RESOLUTION

A RESOLUTION TO APPROVE A CATEGORY 23 SPECIAL EXCEPTION (SPEX09-MA-016) TO ALLOW FOR THE CONSTRUCTION OF A PRIVATE POND FOR AGRICULTURAL USE WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 100-YEAR FLOODPLAIN

WHEREAS, Cliff Mills, LLC, owner and John A. Ennis, Jr., applicant, are seeking Special Exception approval to build an approximately 4.2 acre size private pond, for agricultural use, to provide a water source for agricultural crops, including but not limited to grapes and trees; and

WHEREAS, the pond will be located on PIN 6954-34-2130-000 within the FEMA 100-year floodplain and requires Category 23 Special Exception approval to allow construction; and

WHEREAS, on March 26, 2009, the Fauquier County Planning Commission held a public hearing on the proposed Special Exception and unanimously recommended approval of the application, subject to conditions; and

WHEREAS, on May 14, 2009, the Board of Supervisors conducted a public hearing and considered written and oral testimony; and

WHEREAS, the Board of Supervisors has determined that the application satisfies the standards of Zoning Ordinance Articles 5-006 and 5-2300; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That SPEX09-MA-016 be, and is hereby, approved, subject to the following conditions:

1. This Special Exception is granted for and runs with the land, identified as PIN # 6954-34-2130-000, as indicated in this application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s) and/or uses indicated on the Special Exception Plat sealed on February 9, 2009 as approved with this

application; as qualified by these development conditions; and as granted only for the purpose and use indicated in the Statement of Justification for an agricultural pond in the floodplain.

3. A Zoning Permit shall be required.
4. A drainage study shall be provided demonstrating that the construction within the floodplain will not adversely affect the capacity of the channels of any water course, which would increase flood heights and/or velocities on adjacent or downstream properties.
5. The applicant shall assure that all applicable environmental permits have been acquired. This includes the USACE/DEQ permits for disturbance of wetlands or other regulated waters.
6. The height of the dam shall be lowered to the extent necessary to meet the Zoning Ordinance requirement for a minimum 50 foot setback of the 100-year flood pool elevation from the property line.
7. For water quality Best Management Practices (BMP) a vegetated buffer shall be established and maintained around the perimeter of the pond and along the stream channel directly upstream and downstream of the pond.
8. For agricultural BMP and water quality, the pond shall be fenced such that cattle do not have direct access to it.

PROPOSED ZONING ORDINANCE TEXT AMENDMENTS – ARTICLE 3 AND ARTICLE 5

A public hearing was held to consider Zoning Ordinance Text Amendments to Article 3 and Article 5 to modify requirements and limitations in the C-1 Zoning District, to include changes to Setbacks, Addition of Use Limitations, allowing upper-story residential uses by right, and allowing up to 100,000 square feet of retail/shopping center with approval of a Special Exception. Kimberley Johnson, Zoning Administrator, summarized the proposed text amendments. James Downey, Esquire, representing the applicant, requested that this matter be deferred pending additional refinements to the application. Amy Trotto, Scott District; Charles Ebbetts, Realtor; and Tom Campbell, of the Chamber of Commerce, each spoke in opposition to the proposed text amendments. No one else spoke. Mr. Trumbo moved to continue the public hearing and postpone action for up to 90 days. Mr. Schwartz seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

PROPOSED ZONING ORDINANCE TEXT AMENDMENTS – ARTICLE 2 AND ARTICLE 6

A public hearing was held to consider Zoning Ordinance Text Amendments to Article 2, General Regulations, and Article 6, Accessory Uses, regarding the height and location requirements for accessory windmills. Andrew Hushour, Assistant Zoning Administrator, summarized the proposed text amendments. James Tompkins, Bealeton, suggested using tubular turbines versus propeller style windmills. No one else spoke. Mr. Schwartz moved to continue the public hearing and postpone action on this matter indefinitely. Mr. Nyhous seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: *Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

PROPOSED ZONING ORDINANCE TEXT AMENDMENT – ARTICLE 5-504

A public hearing was held to consider a Zoning Ordinance Text Amendment to Section 5-504, Additional Standards, to allow the waiver of fencing requirements for recreational facilities. Kimberley Johnson, Zoning Administrator, summarized the proposed text amendment. No one else spoke. The public hearing was closed. Mr. Stribling moved to adopt the following Ordinance. Mr. Graham seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: *Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

ORDINANCE

A ZONING ORDINANCE TEXT AMENDMENT TO SECTION 5-504 TO ELIMINATE THE REQUIREMENT FOR FENCING OF RECREATIONAL FIELDS FOR PRIMARY, SECONDARY/ADVANCED AND TECHNICAL SCHOOLS

WHEREAS, on February 26, 2009, the Planning Commission initiated this text amendment; and

WHEREAS, on March 26, 2009, the Planning Commission held a public hearing on the proposed text amendment and unanimously voted to forward the proposed text amendment to the Board of Supervisors with a recommendation of approval; and

WHEREAS, on May 14, 2009, the Fauquier County Board of Supervisors held a public hearing on this amendment; and

WHEREAS, adoption of the attached amendment to Section 5-504 of the Fauquier County Zoning Ordinance supports good zoning practices, convenience, and the general welfare; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 14th day of May 2009, That Section 5-504 be, and is hereby, amended as follows:

PART 5

5-500 CATEGORY 5 EDUCATIONAL USES

5-504

Additional Standards for Primary School, Secondary/Advanced Schools and Technical Schools (Indoor)

1. In addition to complying with the minimum lot size requirements of the zoning district in which located, the minimum lot area for a private school of general education shall be of such size that:
 - A. 200 square feet of usable outdoor recreation area shall be provided for each child in grades kindergarten through three (3) that may use the space at any one time, and
 - B. 430 square feet of usable outdoor recreation area shall be provided for each child in grades four (4) through twelve (12) that may use the space at any one time. Such usable outdoor recreation shall be delineated on a plat submitted at the time the application is filed. For the purpose of this provision, usable outdoor recreation area shall be limited in the same manner as paragraph 503.1.
2. All outdoor recreation areas for primary schools shall be fully fenced, unless waived by the Board with approval of a Special Exception.

PROPOSED SUBDIVISION ORDINANCE TEXT AMENDMENT – SECTION 239.3.A

A public hearing was held to consider a Subdivision Ordinance Text Amendment to Section 2-39.3.A to require lots created through the Family Transfer process to have entrances approved by the Virginia Department of Transportation (VDOT). Susan Eddy, Chief of Planning, summarized the proposed text amendment. No one else spoke. The public hearing was closed. Mr. Nyhous moved to adopt the following Ordinance. Mr. Graham seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo
Nays: None
Absent During Vote: None
Abstention: None

ORDINANCE

A SUBDIVISION ORDINANCE TEXT AMENDMENT TO SECTION 2-39.3.A TO REQUIRE LOTS CREATED THROUGH THE FAMILY TRANSFER PROCESS TO HAVE ENTRANCES APPROVED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)

WHEREAS, on February 26 2009, the Planning Commission initiated this text amendment; and

WHEREAS, on March 26 2009, the Planning Commission held a public hearing on the proposed text amendment and forwarded the proposed text amendment to the Board of Supervisors recommending approval; and

WHEREAS, on May 14 2009, the Fauquier County Board of Supervisors held a public hearing on this amendment; and

WHEREAS, adoption of the attached amendment to Section 2-39.3.A supports good subdivision practices, convenience, and the general welfare; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 14th day of May 2009, that Section 2-39.3.A be, and is hereby, amended as follows:

2-39 Subdivision

- 1) The division of a lot, tract or parcel of land into two or more lots, tracts or parcels for the purpose of transfer of ownership or building development. For purposes of this Section, the term shall relate to the purpose of recordation of any single division of land into two lots or parcels.
- 2) The division or allocation of land as open space for the common use by owners, occupants, or leaseholders.
- 3) An exception to the definition of "Subdivision" is made and approval by the agent is permitted for the following:
 - A) The single division of a lot or parcel for the purposes of a gift or sale to any member of the owner's immediate family provided:
 - 1) One of the property owner(s) is the natural or legally defined

child, grandchild, parent or grandparent of the grantee or one of the property owner(s) is a trustee of a property owner's estate who was an immediate family of the grantee. (Amended by Board of Supervisors on February 18, 2003.)

- 2) No previous transfer under this provision has been granted to the grantee in this County.
- 3) The lot will not be voluntarily transferred to a non-immediate family member for at least ten (10) years except that a transfer of a shared interest may subsequently or simultaneously be made to the spouse of the grantee. This restriction shall be noted in the deed.
- 4) The grantee is 18 years of age and able to hold real property under the laws of Virginia.
- 5) The purpose of the transfer is to provide for the housing needs of the grantee.
- 6) The transfer is not for the purpose of circumvention of the Subdivision Ordinance.
- 7) The grantor and grantee sign an affidavit duly acknowledged before some officer authorized to take acknowledgments of deeds that certifies compliance with 1 thru 6 above.
- 8) Lots of five acres or greater shall be served by a right-of-way of not less than fifty feet in width; lots of less than five acres shall be served by a right-of-way of not less than twenty feet in width.
- 9) Each lot created hereunder and the residue lot shall have Health Department approval for sewerage disposal to serve a minimum of a two-bedroom residence.
- 10) When the residue can no longer be divided under this provision or otherwise, a note to that effect shall be contained on the plat or in the deed.
- 11) If the proposed lot(s) is served by a non-exclusive right-of-way, which is maintained by means of a recorded maintenance agreement or a duly constituted homeowners association, concurrence of the association or persons signatory to the maintenance agreement for the addition of the proposed lot(s) is required.

- 12) Procedures for approval shall be the same as those for administrative subdivisions contained in Paragraph 3-2, (B).
- 13) The platting requirements of Chapter 10 of this Ordinance are met.
- 14) In the event the Board of Supervisors determines a circumvention to have occurred, the family transfer approval shall be considered void and the County may take appropriate action to require compliance with all otherwise applicable subdivision and zoning requirements or may initiate action to vacate said lot. No zoning permits shall be issued for such lot(s).
- 15) If the Board finds that an extraordinary hardship is being caused by the ten-year restriction, it may reduce the time period to alleviate the hardship. This hardship provision shall be noted on the plat or in the deed.
- 16) The highway entrance for the proposed lot is approved by the Virginia Department of Transportation.

COMPREHENSIVE PLAN AMENDMENT #CPAM09-LE-001 – DAVID LEROY HODGSON, TERRY LYNN HODGSON, JEAN ELIZABETH CHEATHAM, & WILLIAM WIRT GOULDING (OWNERS) / DOUGLAS E. DARLING / BEALETON GATEWAY, LLC (APPLICANT) – MINTBROOK / CHEATHAM FARM

A public hearing was held to consider an application to obtain a Comprehensive Plan Amendment to expand the Bealeton Service District by approximately 125 acres to the north and to allow for a change in land use designation from Medium Density Residential, Residential/No Sewer or Water, Rural (outside of service district), Park/Open Space and SCFRR (School / Church / Fire / Rescue / Recreation) to Institutional/Office / Mixed Use, Medium Density Residential, Park/Open Space and SCFRR (School / Church / Fire / Rescue / Recreation). The applicant is also proposing text changes to the Bealeton Service District Plan and inclusion in the Bealeton Service District Plan of an Illustrative Development Plan. The properties are located at 6331 Mintbrook Lane and 10633 Bowers Run Drive, Lee District, further identified as PIN #6899-18-3742-000 and 6889-89-6214-000. Melissa Dargis, Assistant Chief of Planning, summarized the proposed amendment. Frank Cox, representing the applicant, requested favorable consideration of the amendment. Mary Root, Lee District; J.T. Tompkins, Bealeton; Todd Benson, of Piedmont Environmental Council; Kitty Smith, Marshall District; Chuck Medvitz, Scott District; Mara Seaforest, Cedar Run District; Bonnie Kidwell, Lee District; Amy Trotto, of Citizens for Fauquier County; and Brad Carr, Lee District, each spoke in opposition to the proposed comprehensive plan amendment. No one else spoke. Mr. Stribling moved to

continue the public hearing and postpone action on this matter for up to 90 days. Mr. Graham seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: *Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

A PUBLIC HEARING TO OBTAIN CITIZEN INPUT CONCERNING AMENDMENTS TO AND RE-ADOPTION OF AN ORDINANCE TO REGULATE LAW ENFORCEMENT TOWING

A public hearing was held to consider amendments to Fauquier County Code Chapter 13 Article V which regulates law-enforcement towing. The amendments clarify that there are three tow zones which will be utilized by the Fauquier County Sheriff's Office and Virginia State Police; towing companies that operate in any incorporated Town within the County are eligible to provide services; and the term policy is changed to ordinance. The amendments also change the composition of the Towing Board by removing one citizen member and the County Attorney, which will not be a member, but will provide legal advice to the Board. Mr. Stribling summarized the proposed amendments. Melissa Gray, Lee District, spoke in opposition to the proposed Ordinance. Jim McCraw, Culpeper County, asked for a review of the policy on the distinction between light duty versus heavy duty towing issues; Steve Wright, Lee District, spoke in favor of the Ordinance; Dave Foster, of Foster's Towing Services, spoke in favor of the Ordinance. Eric George, Prince William County, requested a review of the policy on the distinction between light duty versus heavy duty towing issues; Mr. Stanley, of Stanley's Towing, spoke in favor of the Ordinance. No one else spoke. The public hearing was closed. Mr. Stribling moved to adopt the following Ordinance. Mr. Nyhous seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: *Mr. Raymond E. Graham; Mr. Terrence L. Nyhous; Mr. Peter B. Schwartz; Mr. Chester W. Stribling; Mr. R. Holder Trumbo*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

ORDINANCE

AN ORDINANCE TO AMEND AND RE-ADOPT ARTICLE V OF CHAPTER 13 OF THE FAUQUIER CODE TO REGULATE LAW ENFORCEMENT TOWING

WHEREAS, *Code of Virginia* § 46.2-1217 authorizes the governing body of any county to regulate police towing services by ordinance; and

WHEREAS, the Fauquier County Towing and Recovery Board recommends amendments be made to the Fauquier County Ordinance that regulates law-enforcement requested towing; and

WHEREAS, the Board of Supervisors, after due notice and public hearing, has determined that it is in the best interest of the health, safety and welfare of the citizens of Fauquier County to amend and re-adopt this Ordinance; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of May 2009, That Article V of Chapter 13 of the Fauquier County Code be, and is hereby, amended and re-adopted, which Sections shall read as follows:

ARTICLE I. LAW-ENFORCEMENT REQUESTED TOWING

Sec. 13-62. Purpose

This Ordinance is adopted by the Fauquier County Board of Supervisors at the request of the Sheriff of Fauquier County to ensure proper storage, availability and service by persons and firms authorized to provide towing services at the request of the Sheriff's Office or other law-enforcement personnel. Notwithstanding this policy or any agreement executed pursuant to it, the towers authorized to provide service shall remain independent contractors and shall not be deemed to be employees of Fauquier County and/or the Town of Warrenton, Virginia State Police, and other Law Enforcement Agencies assigned to Fauquier County.

(Ord. No. 09-02, § A, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-63. Definitions

As used in this Ordinance:

Application means an application for towing service in Fauquier County.

Authorized tower means a towing firm or service, with an established business office and location within the County of Fauquier, which meets the requirements of this Ordinance and has entered into a Towing Service Agreement to provide towing services at the request of the Sheriff's Office or other law-enforcement personnel.

Chief of Police means Executive Head of the Town of Warrenton Police Department or designee.

County means the County of Fauquier.

DMV means the Virginia Department of Motor Vehicles.

Emergency means a critical traffic problem, snow storm, ice storm, hurricane or other extreme weather condition; parade or other similar public event or a riot; disaster or similar event not ordinarily or usually occurring.

Law-enforcement personnel or ***law-enforcement agency*** means a law-enforcement officer of the County, Virginia State Police officer or Town of Warrenton officer or agency of said officers, or other Law Enforcement Agencies assigned to Fauquier County.

Law-enforcement requested towing or law-enforcement towing request includes all requests made by law-enforcement personnel or law-enforcement agency pursuant to this Ordinance, and towing requests made by a law-enforcement officer at the request of the owner or operator of an unattended, abandoned, or immobile vehicle, when no specific service provider is requested by such owner or operator.

Log means a list of vehicles towed at the request of the Sheriff's Office or other law-enforcement personnel, which is maintained by each tower.

Police Department means the Town of Warrenton Police Department.

Ordinance means Law-Enforcement Requested Towing Ordinance.

Receipt means a printed, numerated, and dated receipt that includes company name, company address, and telephone number, and receipt signed by owner/operator.

SCC means the Virginia State Corporation Commission.

Sheriff means the Executive Head of the Sheriff's Office or his designee.

Sheriff's Office means the Fauquier County Sheriff's Office.

State means Commonwealth of Virginia.

Suspension means temporary removal from the County's Towing List for a violation of this Ordinance or breach of the Towing Service Agreement.

Termination means permanent removal from the County's Towing List and rescission of the Towing Service Agreement.

Tower means a person or firm engaged in the business of or offering of a vehicle towing service, whereby motor vehicles are or may be towed or otherwise removed from one place to another by the use of a motor vehicle adapted to or designed for that purpose.

Towing Board means the Fauquier County Advisory Board on Towing, which consists of nine (9) members: three law-enforcement officers, including a voting representative from the Virginia State Police, five towing and recovery operators, and one (1) citizen. The County

Attorney or his/her designee shall provide legal advice to the Board as requested. The Sheriff's Office shall provide one additional officer to the Board as an advisor with no voting rights.

Towing business or ***business*** means a single towing operation owned and operated by an individual, corporation, partnership, or firm having legal or equitable title in said operation at one (1) location within the County or any incorporated Town within the County for a minimum of six months which consists of an office and an appropriately sized storage lot. All zoning regulations of the County and/or Town in which the business is located shall be met.

Towing List or ***List*** means the list maintained by the Sheriff of those towers authorized to respond to Sheriff's or other law-enforcement personnel's requests for the towing of vehicles.

Towing Panel means the Towing Board minus the Sheriff and tow member from the zone in which complaint originates.

Towing Service Agreement means the agreement between the Sheriff's Office and a tower.

Town means Town of Warrenton. It is understood that the Town of Warrenton and Warrenton Police Department voluntarily agree to comply with the requirements set forth in this Ordinance. It is further understood that the Town or Town Police may amend or revise those portions of the Ordinance specifically related to the Town and may withdraw from participation on its own volition.

Zone means geographic area tower is approved to operate in.

(Ord. No. 09-02, § B, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-64. General Minimum Requirements

1. Required Vehicles and Equipment

- a. Pursuant to the Towing Service Agreement, the contracting tower shall make available at least one of the following motor vehicles which shall be maintained in good condition and with valid Virginia license plates, current Virginia inspection stickers, SCC/DMV license as required by law:
 - i. Tow truck, hereinafter known as regular wrecker, equipped with a wrecking crane capable of lifting a minimum of eight thousand (8,000) pounds and capable of towing at least eight thousand (8,000) pounds and up to a maximum of ten thousand (10,000) pounds, or the gross vehicle weight rating (GVWR). Tow truck must also be equipped with a wheel lift capable of lifting a minimum of fifteen hundred (1,500) pounds.

Or

A flatbed wrecker, hereinafter known as a rollback, with at least an eight thousand (8,000) pound winch and capable of transporting up to a maximum seven thousand (7,000) pounds or the gross vehicle weight rating (GVWR).

- b. Each of the motor vehicles enumerated above shall be standard vehicles originally designed and built as tow trucks and shall not be pick-up trucks with towing slings in the body. An exception to the above allows a vehicle suitable to retrieve a vehicle from "off road" such as rugged terrain, woods, etc., to be utilized for this purpose. This exception only applies in recovery of the vehicle in moving to a location where it can be safely towed by one of the approved tow trucks.
- c. Each of the motor vehicles enumerated above, unless otherwise specified, shall be equipped with the following items:
 - i. A chassis rated with sufficient gross vehicle weight to match the maximum capacity of the crane mounted thereon.
 - ii. All-weather tires on the rear wheels.
 - iii. At least one (1) 5-BC fire extinguisher.
 - iv. At least two (2) operable amber revolving or flashing emergency lights, mounted on the highest part of the vehicle, and visible from all sides.
 - v. One (1) operable air tank, when not equipped with air brakes. Rollback trucks are exempt from this requirement.
 - vi. One (1) heavy duty street broom and one (1) shovel.
 - vii. Dollies, scotch blocks, and snatch block.
 - viii. Gas and oil absorbent material.
 - ix. Reflective vest, shirt or jacket.
 - x. Vehicle tow lights
- d. Heavy Duty Wreckers
 - i. For those towers who desire to be on the Heavy-Duty Wrecker List, they shall own or lease purchase a minimum two (2) towing/recovery trucks. One truck shall have a minimum of 60,000 pounds rating and the second shall have a minimum of 40,000 pounds rating. All units shall have winches rated at 20,000 pounds or more. All units must have a boom that raises and lowers, extends and retracts by hydraulics. All units must have a hydraulic under-lift rated to raise 12,000 pounds at full extension.
 - ii. In addition to the above requirements of a heavy duty tower, the tower shall own, lease or have a written agreement, up-to-date and readily

available for inspection, with a sub-contractor to provide the following within a timely manner:

- 1) Lowboy hydraulic operated trailer capable of transporting a wrecked or disabled road tractor and/or debris.
 - 2) Trailer 45' or longer box trailer.
 - 3) Dump truck, dump trailer or container.
 - 4) Air cushions designed for and capable of up righting a loaded tractor and trailer.
 - 5) A skid steer loader, forklift or wheel loader capable of moving cargo and/or debris from the highway.
 - 6) Adequate personnel to off-load cargo.
 - 7) Tandem road tractor.
- iii. If on the scene of an accident responding tower determines additional equipment is needed, the tower shall contact an approved heavy-duty tower on the Fauquier County Towing List. If no heavy-duty towers are available from the Fauquier County Towing List, the tower shall contact a law-enforcement-approved heavy-duty tower located in the closest adjoining locality to the accident.
- iv. If you desire to only be a Roadside Service Provider the tower must be required to have a service truck for roadside emergencies, such as tires, fuel or minor repairs where towing would not be necessary or adequate. If you only provide roadside service a tow lot is not necessary.

2. Storage and Security of Vehicles

- a. All towers shall have an appropriately zoned, secured lot for vehicles towed under this Ordinance. The lot shall be located within tower's zone of operation. Vehicles shall be stored at all times in said storage lot, storage facility or building, or an adjacent service bay.
- b. A tower shall maintain and own or lease a dedicated storage area able to contain all towed vehicles towed by the operator. Storage area shall be fully enclosed by a commercial grade fence which is at least six (6) feet tall, or enclosed by a permanent structure, have adequate lighting and remain reasonably clear of debris. Storage area shall have a minimum of 1500 square footage for light duty and a minimum of 3000 square footage for heavy duty. Towers shall not share storage lots unless the shared storage lot

is divided by a six (6) foot high stationary fence with a separate locked entranced to each storage area.

- c. The storage lot shall have a sign posted in a conspicuous place identifying the firm's name and telephone number. Wrecker service facilities and equipment, including vehicles, office, telephone lines, office equipment and storage facilities may not be shared with another wrecker service. Vehicles towed at the request of law enforcement must be placed in storage owned or leased and operated by the wrecker service on the rotation list.
- d. The storage lot shall have a graveled or paved surface.
- e. Towers shall operate in compliance with the Zoning Ordinance of the locality in which their towing business is operated. Such businesses are subject to approval by the local government in which the business is located.

3. Insurance

- a. No Towing Service Agreement shall be signed until the tower has provided the Sheriff with evidence of the following insurance coverage for the duration of the Agreement by a company or companies licensed to do business in the Commonwealth. Any changes or lapses in insurance coverage shall immediately be reported to the Sheriff.
- b. Tower shall be required to carry Garage Keepers Legal Liability Insurance in the minimum amount of \$75,000 to cover fire, theft, windstorm, vandalism and explosion for each lot. Towers on the Heavy-Duty Wrecker List shall be required to carry Garage Keepers Legal Liability Insurance in the minimum amount of \$200,000.
- c. Insurance sufficient to protect itself from any and all claims of loss, damage or bodily injury, resulting from its acts or incurred in the operation of the tower's business equipment and vehicles pursuant to the Agreement in the amount of \$750,000 or the amount required by the state (Vehicle Liability Policy).
- d. Insurance sufficient to cover claims under the Worker's Compensation Act, if applicable, for all of its employees. If any work is sublet, the subcontractor shall provide similar coverage.
- e. The tower shall indemnify and hold harmless the Fauquier County Sheriff's Office, Virginia State Police, Warrenton Police Department, Fauquier County and Town of Warrenton, all other Law Enforcement Agencies assigned to Fauquier County their agents, employees and representatives from any and all claims, casualties, damages or injuries arising out of its actions pursuant to the Agreement.

- f. Towers shall name the Sheriff and the Warrenton Chief of Police as an additional named insured on its policy and provide a certificate of insurance showing same to the Sheriff.

(Ord. No. 09-02, § C, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-65. Application for Agreement

1. Any tower desiring to perform towing work at the request of the Sheriff's Office or other law-enforcement personnel shall submit an application for towing service in duplicate to the Sheriff. Prior performance and reputation in the community, as reported through the Sheriff's Office and Office of Citizen and Consumer Affairs and criminal history record (in lieu of a Criminal History Record, a Commonwealth of Virginia Tow Truck Authorization Document will suffice) information as supplied by applicant, will be considered when a tower applies to perform towing services under this Agreement.
2. In order to be qualified for towing under this Ordinance, a tower as defined in Section B, shall operate such business as defined in Section B as a one (1) tower proprietorship owned and operated at one (1) location within the County or Town of Warrenton. Tower shall have operated such business at said location for a minimum of six months prior to applying for towing under this Ordinance. The six-month waiting period may be waived for applicants who are currently authorized to tow under this Ordinance. No relative/resident household member of the defined tower shall contract for towing under this Towing Agreement with County in the same location as the tower proprietor under this Agreement for law-enforcement towing requests.
3. A tower may not make any changes that alter the information that was submitted in the "Application for Towing Service" unless first notifying the Sheriff. Violation of this section may cause immediate suspension or termination.
4. The application shall be submitted on forms provided by the Sheriff and include the following information:
 - a. The name of the towing company to include the owner(s), agent(s), and corporate officer(s).
 - b. The home and business addresses and phone numbers of the tower owner(s), agents(s) and corporate officer(s).
 - c. The name under which the person does business (T/A Trading As).
 - d. The location, size and security features of the storage lot on which the towed vehicles will be stored. The storage facility shall be described in detail to include the size, the lighting and the separate entrance. The storage facility

may be a building or a lot which shall be a minimum of 1,500 sq. ft. for regular towers or a minimum of 3,000 sq. ft. for heavy duty towers. The storage facility shall be located within the same wrecker zone in which tower is approved to operate in.

- e. The location in which the public must go to in order to claim stored vehicles. The location shall be within the tower's zone of operation.
- f. A statement of availability to provide towing service on a continuous 24 hours-a-day basis each day of the year.
- g. A list of the towing equipment, its size and capacity. Towers shall maintain and register all trucks per requirements within Fauquier County. A copy of Fauquier County or Town of Warrenton property taxes showing taxes paid on trucks and equipment domiciled within the county or town and each vehicle registration must be submitted on an annual basis with application or reapplication.
- h. A complete list of insurance policies, carriers and agents which would be in effect upon execution of an Agreement. Proof of the policy will be filed with Sheriff. This information will include amount of coverage limits and include worker's compensation, if applicable.
- i. A statement that the tower accepts reasonable responsibility for any personal property left in towed and stored vehicles, as may be otherwise determined by law, along with a description of the secure place which will be used to store the property left in towed or stored vehicles. A statement that the tower accepts reasonable responsibility for a towed vehicle from the time hookup starts, until vehicle reaches the intended destination.
- j. Towers must list two (2) telephone numbers at which the tower can be reached on a 24-hour-a-day basis. Specific times and days denoting business hours versus non-business hours must accompany the telephone number. Name of business and telephone number must be posted in a conspicuous place at the place of business.
- k. A statement from the Zoning Office of the local government entity in which the towing business is located that the storage lot listed on the application meets all required zoning requirements.
- l. A statement from the Fauquier County Treasurer and/or the applicable Town Finance Office that all financial obligations are paid.
- m. A copy of Fauquier County declaration of personal property or business personal property on registered equipment must be submitted annually.

- n. All towers and drivers shall be required to sign a statement verifying they are not currently on any state or federal list as a sex offender and are not required to register as a sex offender under any state, federal or local law of any foreign country.

(Ord. No. 09-02, § D, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-66. Inspections of Authorized Towers

1. All of the tow trucks, required equipment and storage facilities shall be inspected and approved by the Sheriff prior to use. Tow trucks and required equipment shall meet the requirements of Section G above. In addition, all tow trucks and required equipment shall conform with the provisions of §46.2-1000, *et seq.* of the *Code of Virginia*. The Sheriff may periodically inspect all wreckers, equipment and storage facilities utilized under this Ordinance. The tow truck inspection shall take place at a location designated by the Sheriff. Following inspection, if the tow truck passes inspection, a Sheriff's Office inspection sticker will be placed on the tow truck. There will be an annual inspection of all wreckers, equipment and storage facilities utilized under this Ordinance. For Heavy Duty wreckers a CVSA sticker will also be required.
2. The Sheriff shall give the tower written notice when the equipment or storage facility is found to be unacceptable.
3. Unacceptable tow trucks and equipment or storage facilities shall not be used by a tower in the performance of its obligations under a Towing Service Agreement until replaced, repaired or the problem is otherwise corrected.
4. Failure to comply with any of the conditions stated above in Paragraphs 1, 2, or 3, shall result in suspension of the tower from the List until the corrections have been made. If the corrections are not made within ten (10) days, the tower shall be terminated from the Towing List.

(Ord. No. 09-02, § E, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13.67. Application Approval.

1. The Sheriff shall conduct an investigation to determine the accuracy of the information contained in the application and inspect storage lot to be used. A Motor Carrier Inspection shall be conducted by the Virginia State Police Motor Carrier Unit initially on equipment utilized by each tower.
2. Upon completion of the investigation, the Sheriff shall determine whether the applicant meets the requirements of this Ordinance. If he finds the applicant qualified, he shall approve and sign the Towing Service Agreement. The applicant's name shall be placed on the Towing List in a rotating order in the appropriate towing

area. The standard Towing Service Agreement shall be used. Except as otherwise provided herein, the only modification shall be as to the type of towing vehicles the tower firm will supply.

3. If the Sheriff finds the applicant unqualified, he shall indicate in writing the reasons why and return the application to the applicant tower service.

(Ord. No. 09-02, § F, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-68. Duties and Requirements of Authorized Towers

1. Towers shall, at the request of and as directed by the Sheriff's Office or other law-enforcement personnel, tow vehicles in the County or Town of Warrenton in a manner that is damage-free to the vehicle being towed and by the most direct route. Towers shall comply with all applicable federal, state and local laws, including but not limited to, the securing of all necessary federal, state, and local licenses. All towers that tow under this Ordinance shall display a WT-Tag (Tow Truck for Hire) and/or an IRP-Tag (International Registration Plan). All towers must be current in all financial obligations to the County, Town of Warrenton and Federal Government.
2. All towers shall have the firm's name, town, state and telephone numbers printed on both sides of the towing vehicle in letters and numerals of such size, shape and color as to be readily legible during daylight hours from a distance of fifty (50) feet while the vehicle is not in motion. No magnetic or stick-on sign shall be used on vehicles. Decals are permissible. The tower shall provide a business card to the investigating officer or person in apparent control of the vehicle before leaving the scene. Each tower must be registered with the Virginia Department of Motor Vehicles in the name of the towing service and insured by the towing service. Dealer tags shall not be displayed on wreckers that respond to service requests.
3. Towers shall provide 24 hours-per-day towing service each day of the year.
4. Towers shall have available at all times sufficient and qualified personnel to receive calls and execute the towing.
5. Towers shall have either one regular wrecker or one rollback to perform services under this Ordinance.
6. Towers shall have on duty at all times sufficient personnel to maintain constant contact with the Sheriff's Office by telephone and to dispatch for towing as requested by the Sheriff's Office or other law-enforcement personnel. Towers shall notify the Sheriff during normal business hours 48 hours prior to a change in their phone number. No answering service is allowed without specific authorization from the Sheriff's Office.

7. Time is of the essence in the performance of the services. The tower agrees to arrive on the scene within 30 minutes of receiving a call. If the tower fails to meet the specified time limit, the Sheriff's Office or other law-enforcement personnel will notify a second tower. Once the second tower has been requested, services from the first tower is considered canceled and neither the Sheriff's Office, other law-enforcement personnel, nor the vehicle owner are liable for any payment to the first tower notified. Tower is required to meet the 30 minute time limit. Heavy duty towers will have a 45 minute time limit to arrive on scene.
8. The tower will not be held responsible for unavoidable delays caused by circumstances beyond their control such as natural disasters, or acts of God. However, if in the judgment of the Sheriff, excessive delays are caused by circumstances within the tower's control such as negligence, lack of manpower, poorly conditioned equipment, etc., the Sheriff may recommend tower be suspended/terminated from the List.
9. Towers shall have only those tow trucks owned or lease purchased by them responding to Sheriff's or other law-enforcement personnel's calls for service. Calls shall not be passed on to another tower.
10. If a tow truck is not available, then the tower shall immediately indicate to the dispatcher that it cannot respond and the reason why. The dispatcher shall then notify the next tower on the List.
11. If upon arrival at the scene of a Sheriff's or other law-enforcement personnel's call for service the tower determines that the equipment he has brought will not be sufficient, he will be permitted by the Sheriff's deputy or other law-enforcement personnel to contract with another tower on the Fauquier County Towing List to assist on the scene if tower feels that additional assistance is necessary in order to effectuate a safe and damage free tow. If no towers are available from the Fauquier County Towing List, the tower shall contact law enforcement approved towing firm located in the closest adjoining locality to the accident.
12. All equipment used by towers must be maintained in good working order along with all required equipment required by section. See Attached equipment list. .
 - a. All loads shall be secured with two-wheeled straps or safety chains.
 - b. Each tower must be equipped with legally required lighting and other safety equipment to protect the public and such equipment must be in proper working order.
 - c. Tow wrecker/wrecker/flatbed wrecker must display a Fauquier County Tow Inspection Sticker.

13. Towers may use crossovers located on the Interstate or public highway that are prohibited when directed to do so by the Sheriff's Office or any other law-enforcement officer pursuant to Section 46.2-920.1 of the *Code of Virginia*.
14. All towing operators must possess a valid Virginia driver's license or commercial driver's license, and medical certificate as may be required and be qualified to operate the tow vehicle and its equipment. It will be the tower's responsibility to ensure all their towing operators meet these requirements.
15. All operators shall decline a service call if they consumed alcohol and or used any drug or narcotic, either by a doctor's prescription or of his own free will within 8 (eight) hours prior to a call for service. No operator shall be allowed to operate a towing vehicle when responding to a call for service while under the influence of any alcohol, narcotics or drugs regardless of the level of such substance in their bloodstream when responding to a Sheriff's or other law-enforcement personnel's call for service.
16. Towers shall remove all litter, glass, and debris caused by the incident which necessitated towing, including ordinary and reasonable quantities of oil and gas spillage as determined by the law-enforcement officer on the scene. This shall be routinely done at no additional cost. If circumstances warrant additional charges, they will be thoroughly documented and itemized.
17. All towing firms should have the capability to accept cash or at least one form of credit card as payment for services under the Agreement.
18. The towing service shall tow vehicles to any destination requested by the vehicle owner or any other person with apparent authority, after financial obligations have been finalized.
19. Any tower permanently ceasing to provide towing/recovery services shall, within 15 days, notify the board in writing and return the board issued sticker for voluntary cancellation and termination.
20. All towers and drivers shall meet the minimum training standards and attend continuing education programs approved by the board.

(Ord. No. 09-02, § G, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-69. Responsibilities and Records of Authorized Towers and Sheriff's Office

1. If an owner or lien holder fails to claim any vehicle or if a tower wants to satisfy any lien which it has on a vehicle, it shall be the tower's responsibility to dispose of or sell the vehicle in compliance with the Virginia State Code.

2. Tower shall be reasonably responsible for vehicle(s) towed and any contents from the time the vehicle is towed until one of the following events occur:
 - a. The vehicle is delivered to a location specified by the owner or other authorized person.
 - b. The vehicle and property is released to and accepted by the owner or authorized person in the same condition as originally towed.
 - c. The vehicle is otherwise disposed of according to law.
 - d. Towers shall secure all personal property at the scene of a collision to the extent possible and preserve personal property in a vehicle which is about to be towed.
3. The towing business shall keep records of all vehicles which have been towed pursuant to the Towing Service Agreement. These records shall include, at a minimum, the date and time of tow, the vehicle's license number and state of issue, the vehicle's identification number, the year, make, model and color of the vehicle, the location from which it was towed, the charges for towing and storage, the disposition of vehicle and date of dispositions
 - a. Such records shall be available for inspection by the Sheriff during the tower's normal business hours.
 - b. The towing business shall retain a copy of these records for a period of at least twelve (12) months from the date of the tow.
4. Towers shall promptly arrange for the release of vehicles towed or stored pursuant to this Ordinance.
 - a. There shall be an attendant available from the hours of 8:00 a.m. through 5:00 p.m., except on weekends and state holidays, for the purpose of permitting inspections or releasing stored vehicles. After hours the owner or attendant must be available by telephone. The owner or attendant must be available 24 hours-a-day, each day of the year for the purpose of releasing stored vehicles.
 - i. Towers, upon receiving a request to release or permitting an inspection of a stored or seized vehicle from the owner, operator, or other authorized person, shall release that vehicle to the owner or other authorized person between the hours 8:00 a.m. and 5:00 p.m. within a 30 minute timeframe and a two (2) hour timeframe for non-business hours.
 - ii. Towers, upon receiving a request to release or permitting an inspection of a stored vehicle by an owner or authorized person during other than

normal business hours, shall allow and otherwise require two (2) hour's notice for the release of such motor vehicle. The foregoing notice provision shall apply likewise for the release of personal property and contents within the vehicle. All fees charged for any off-hour release/inspection shall be reasonable in light of those charged by other towers in the County for comparable service.

- iii. Upon request, towers shall distribute to the owner, operator or authorized agent a copy of the complaint procedures provided for in this Ordinance.
 - iv. Towers shall not release any vehicle designated as "seized" or "seized for forfeiture" by the Sheriff's Office or other law-enforcement agency until the tower obtains permission from the requesting agency. The tower shall bill the requesting agency for the cost of the tow.
5. Towers shall not release any vehicle that has a "Hold" or property contained within such vehicle without first obtaining authorization from the requesting law-enforcement agency. Upon request or demand, the towing service shall return personal property stored in or with a vehicle, whether or not the towing repair or storage fee on the vehicle has been or will be paid. Personal property, for purposes of this provision, includes any goods, wares, freight or any other property having any value whatsoever other than the functioning vehicle itself.
6. Whenever a tower is requested to remove a vehicle and the owner of the vehicle, or their authorized agent or driver, is not at the scene at the time of the tow, the law enforcement agencies or official are requested by the board to complete a locally prepared tow sheet form that includes the following:
- a. Owners name and address, if known.
 - b. Description of the vehicle and any visible prior damage.
 - c. Storage facility name and address.
 - d. Inventory of accessible contents of the vehicle.
 - e. One copy shall be given to the tow operator's driver, one copy to the owner of the vehicle and one retained by the law enforcement agency.
7. All records relating to application, insurance, etc., shall be made available for inspection by the Sheriff during the tower's normal business hours. The Sheriff or his designee shall periodically or unannounced subject rotation wreckers and facilities to inspection during normal business hours.

(Ord. No. 09-02, § H, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-70. Towing Areas and Towing Lists

1. There shall be regular towing areas.
2. The Sheriff may designate different towing areas for towing firms, which have heavy-duty wreckers.
3. The boundary lines shall be defined as set forth on a Fauquier County map maintained by the Fauquier County GIS Department. The Northern Tow Zone shall be comprised of the following areas designated on such map: TZN1 and TZN2. The Central Tow Zone shall be comprised of the following: TZC3, TZC4, TZW1 and TZW2. The Southern Tow Zone shall be comprised of the following: TZS5, TZS6 and TZR1.

(Ord. No. 09-02, § I, 3-12-09, Ord. No. 09-__, 5-14-09)

Sec. 13-71. Rotation System

1. The Sheriff shall ensure that towers are called on a rotating basis according to the List of the area to which they are assigned. Being placed on the towing rotation list does not guarantee a particular number or quantity of calls, does not guarantee an equivalent number of calls to every tower on the list, nor entitle any tower on the list to any compensation as a consequence for not being called in accordance with the list or when removed from the rotation list. The rotation wrecker list shall be valid for the calendar year **and will be separated into two (2) categories, tow and service**. A wrecker service on an annual basis must complete an initial application or a renewal application to the Sheriff during the open enrollment period of November 1 to November 30 each calendar year. The calendar year shall be January 1 to December 31.
2. The owner or operator of a vehicle to be towed shall be allowed to specify the tower of his choice, whether or not authorized by the Sheriff or other law-enforcement personnel, unless the vehicle constitutes a traffic hazard and the requested tower will have an unacceptable response time.
3. The Sheriff or other law-enforcement personnel shall not call any tower who does not have an Agreement with the Sheriff's Office unless all towers on the Towing List are unavailable or an emergency exists.
4. In an emergency a patrol supervisor may call a tower out of sequence in order to shorten response time to the scene of the incident. The senior patrol supervisor on duty may temporarily suspend the Towing List for reasons such as, but not limited to, bad weather and any unusual events. However, any towers which are randomly used at the request of a deputy or other law-enforcement personnel during suspensions of the List must be reported to Communications for record purposes. In

the event that a tower responding to a call is not used, for reasons not the fault of the tower, tower will be placed back on the top of the rotation list.

5. The deputy or other law-enforcement personnel at the scene may reject the services of the tower dispatched when said tower arrives with inadequate equipment to perform the tow. Unfitness shall include, but not limited to, possession of inadequate equipment to perform the tow, or operated by personnel who, due to drugs, alcohol or other incapacity, are not likely to perform the tow safely. In the event that the tower is determined to be unfit, the deputy or other law-enforcement personnel shall notify Communications to dispatch the next tower on the List, shall report said decision to the senior patrol supervisor on duty, and shall file a written report with the Sheriff.
6. The Sheriff's Office or other law-enforcement personnel will call another tower if the first tower fails to answer the telephone or receives a busy signal after two attempts.
7. This is an equal call system, giving each tower in a zone equal opportunity to respond. If a tower does not answer the telephone or refuses the call, the tower loses that turn in rotation and will not be called until the List rotates to their name again. If a tower responds to a call, it shall be placed at the bottom of the rotation list, unless the tower through no fault of its own is not used and receives no compensation for the call. In that event, it shall be placed back at the top of the rotation list.

(Ord. No. 09-02, § J, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-72. Compensation to Authorized Towers

1. All costs incident to towing and storage shall be paid by the owner or other authorized person of the towed and stored vehicle to the tower. In those cases involving "seized" vehicles, the owner shall reimburse the requesting agency for the towing costs.
2. The towing and storage fees charged by the tower shall be reasonable in light of those charged by other towers in the County for comparable service. There shall be no additional charges for mileage within their assigned zone. No charges imposed for the storage of vehicles for a period of 24 hours or less shall exceed charges imposed for one day of storage.
3. An itemized receipt for payment, which sets forth the cost of towing, cleanup, storage, repairs, etc., shall be issued to the owner/operator or other authorized person. Said receipt shall also include a signature line for the owner/operator or other authorized person acknowledging receipt of the vehicle.

4. All towers shall submit their current pricing related to towing, recovery, winching, storage charges and administrative charges.

(Ord. No. 09-02, § K, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-73. Solicitation of Business by Authorized Towers

1. No tower shall respond to an accident, scene of an emergency or mechanical breakdown for the purpose of towing vehicles unless specifically called there by the Sheriff's Office, other law-enforcement personnel, or the person involved in the accident or emergency. Violation of this section shall result in suspension from the Towing List for thirty (30) days for the first offense, sixty (60) days for the second offense, and termination from the Towing List for a third offense for a period of 12 months.
 - a. The deputy or other law-enforcement personnel shall direct the tower to leave even if the tower would otherwise have been called to the location.
 - b. The deputy or other law-enforcement personnel may direct the tower to provide necessary services in such instances when immediate assistance is necessary to protect persons or property.
2. Towers are prohibited from soliciting business at the scene of accidents, emergencies or mechanical breakdowns; however, a tower is not otherwise prohibited from contracting with any person, firm or corporation.

(Ord. No. 09-02, § L, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-74. Prohibited Practices

1. Violation of any provision of this Ordinance may subject the tower to suspension from the Towing List, such as but not limited to:
 - a. Deliberate failure of tower to respond to calls;
 - b. Securing a Towing Service Agreement by fraud or concealment of a material fact which, if known, would cause disapproval of the application;
 - c. Violation of the Towing Service Agreement;
 - d. Chronic or repeated violations, even if minor in nature, of this Ordinance; and/or
 - e. A single serious violation of this Ordinance, including but not limited to:
 - i. running unauthorized calls;
 - ii. overcharges;

- iii. alcohol or drug use;
- iv. tardiness more than five (5) times in a six-months period;
- v. failure to notify the Sheriff with immediate changes regarding insurance, taking on new partner(s), owner(s), agent(s), corporate officer(s) or any other changes regarding anything listed in the "Application for Towing Service";
- vi. fraudulent acts with respect to this Ordinance; or
- vii. failure to comply with the rules and regulations of this Ordinance, and be in accordance with the provisions of § 46.2-2820 *et seq.* of the *Code of Virginia*.

(Ord. No. 09-02, § M, 3-12-09, Ord. No. 09-__, 5-14-09)

Sec. 13-75. Complaints

1. Any tower who believes he has been unfairly treated by any law-enforcement personnel may file a complaint against that person. Such complaint shall be in writing and directed to the Executive Head of that law-enforcement agency.
2. Any person who believes a violation of this Ordinance has occurred may file a complaint against such tower. The complaint shall be in writing and directed to the Sheriff. The Sheriff's Office will provide the complainant with a complaint form to be filled out and returned to the Sheriff. The complaints shall be investigated by the Sheriff or his designee.
3. After an investigation of the complaint, the Sheriff shall notify the complainant of the results of the investigation and any action as a result of the complaint.
4. The local office of the Virginia State Police and the Warrenton Police Department shall use the towing list on law-enforcement requested calls in Fauquier County. By agreement with the local office of the Virginia State Police, the Sheriff shall investigate towing complaints for both State and County calls. Any imposed disciplinary action shall be binding on all law-enforcement initiated calls for towing service.

(Ord. No. 09-02, § N, 3-12-09, Ord. No. 09-__, 5-14-09)

Sec. 13-76. Suspension or Termination of Authorized Towers

1. The affected agency, upon investigation of the facts, may recommend that a tower be heard by the Towing Panel for any violation of the provisions of this Ordinance.
2. The affected agency shall provide the tower with written notice of said violation. Notification of the date, time and location of a hearing on the violation shall also be provided to tower and Towing Panel.

3. The Tow Board has the authority to suspend or terminate towers through due process.

(Ord. No. 09-02, § O, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-77. Appeals Process and Hearing

1. In the event that a member of the Towing Panel lodges a complaint against another tower, said Towing Panel member shall be excused from the hearing.
2. The Sheriff or his designee shall be responsible for presenting the allegations against a towing company to the Towing Panel members and may call witnesses and ask questions of any witness.
3. The tower will be allowed to present evidence/testimony supporting his/her case to the Towing Panel. If complainant is not present, the complaint form will be presented to the Towing Panel as complainant's evidence/testimony.
4. The accused towing company (owner or manager) shall be allowed an opportunity to attend the hearing and bring any witness(es) that were directly involved in the incident where the accused towing company was charged with a violation of this Ordinance. The owner or manager may make an opening statement, ask witness(es) questions, and make a closing statement.
 - a. No attorney(s) will be allowed to attend this administrative hearing on behalf of a complainant or defendant.
 - b. No witnesses, except for those being questioned, will be allowed in the room during the administrative hearing.
5. The Towing Panel, after hearing evidence presented, shall render a decision. The Sheriff shall not be present during deliberations or voting.
6. The Chairman presiding over the hearing shall notify the accused towing owner in writing of the Towing Panel's decision. A copy of the decision will be sent to the Sheriff.
7. When a tower is aggrieved by the decision of the Towing Panel, he may, within ten (10) days of the notification of such decision, appeal the decision to the Board of Supervisors (the Board). Such appeal shall be made in writing to the Sheriff and shall state the specific act (or failure to act) and/or the specifics for the appeal.
8. Upon an appeal under this section, the Board shall consider whether the decision of the Towing Panel, based on the record before the Towing Panel, was based on a reasonable application of the prescribed standards. The hearing by the Board shall be a de novo hearing. When the Board finds the Towing Panel's decision

reasonable, the Board shall affirm; if unreasonable, the Board may modify and affirm or reverse the decision.

9. The Board shall act upon any appeal filed under this section within fourteen (14) days, unless there is no meeting scheduled, in which case the Board shall act at its next regular meeting. Failure of the Board to act within this time shall be deemed approval of the Towing Panel's decision.
10. The decision of the Board, in an appeal under this section, shall be final. In the event, the Board, after hearing the appeal, refers the matter back to the Towing Panel, the decision of the Towing Panel shall be final.

(Ord. No. 09-02, § P, 3-12-09, Ord. No. 09-___, 5-14-09)

Sec. 13-78. Amendments to Ordinance

1. The Towing Board will recommend revisions to this Ordinance to the Fauquier County Board of Supervisors.
2. All proposed revisions shall be discussed with the Towing Board and their input will be considered in each proposed revision.
3. Revisions shall be in effect from the date on which they are adopted by the Board of Supervisors.
4. Towers on Towing List shall be given written notification of any changes ten (10) days prior to the revision being adopted.

(Ord. No. 09-02, § A, 3-12-09, Ord. No. 09-___, 5-14-09)

With no further business, the meeting was adjourned at 9:13 P.M. to reconvene on May 22, 2009.

I hereby certify that this is a true and exact record of actions taken by the Fauquier County Board of Supervisors on May 14, 2009.

Paul S. McCulla
Clerk to the Board of Supervisors